
TIGARD CITY COUNCIL
MEETING

September 10, 2002 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Visitor's Agenda items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are estimated; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. Business agenda items can be heard in any order after 7:30 p.m.

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, Ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, x2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL MEETING
September 10, 2002

6:30 PM

- STUDY SESSION

> DISCUSS AGENDA FOR OCTOBER 7, 2002, SPECIAL MEETING

- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. BUSINESS MEETING

- 1.1 Call to Order - City Council & Local Contract Review Board
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports
- 1.5 Call to Council and Staff for Non-Agenda Items

2. PROCLAMATIONS

- 2.1 Proclaim the Week of September 17th as Constitution Week
- 2.2 Proclaim September 21st as Kids Day America/International
- 2.3 Proclaim September 11th as Always Remember 9-11 Day
- 2.4 Proclaim Week of September 23rd as Race Equality Week
 - Mayor Griffith

3. VISITOR'S AGENDA (Two Minutes or Less, Please)

- Tigard High School Student Envoy Paul Brems

4. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 4.1 Approve Council Minutes for August 20, and 27, 2002
 - 4.2 Receive and File:
 - a. Council Calendar
 - b. Tentative Agenda
 - 4.3 Approve Budget Amendment #2 to the Fiscal Year 2002-03 Budget to Add Wages and Benefits for an Approved Senior Library Assistant Position – Resolution No. 02 - _____
 - 4.4 Approve Budget Amendment #3 to the Fiscal Year 2002-03 Budget to Transfer Approved Capital Improvement Projects and Amend the Fiscal Year 2002-07 Approved Capital Improvement Plan - Resolution No. 02 - _____
 - 4.5 Amend City Wide Personnel Policies Regarding the Reporting of Vehicular and/or Occupational Accidents – Resolution No. 02 - _____
 - 4.6 Local Contract Review Board:
 - a. Award Annual Contracts for Office Supplies to Office Depot and Boise Cascade
 - b. Award the Project Management Services Contract for the New Tigard Library to Shiels Obletz Johnsen, Inc.
 - c. Award the Engineering Design Services Contract for the Proposed Wall Street Local Improvement District to DeHaas & Associates
 - *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*
5. VISION MID-YEAR REPORT – ACCOMPLISHMENTS UPDATE
 - a. Staff Report: Administration Staff
 - b. Council Discussion
6. PUBLIC WORKS DEPARTMENT OVERVIEW
 - a. Staff Report: Public Works Staff
 - b. Council Discussion

7. PUBLIC HEARING (LEGISLATIVE) TO CONSIDER AN ORDINANCE ADOPTING CHANGES TO THE TIGARD MUNICIPAL CODE IN ORDER TO IMPLEMENT THE TRANSPORTATION SYSTEM PLAN
 - a. Open Public Hearing
 - b. Summation by Community Development Staff
 - c. Public Testimony
 - d. Staff Recommendation
 - e. Council Discussion
 - f. Close Public Hearing
 - g. Consideration by Council: Ordinance No. 02 - _____
8. PREVIEW OF SEPTEMBER 11TH REMEMBRANCE EVENT
 - a. Staff Report: Administration Staff
 - b. Council Discussion
9. UPDATE ON SUMMER READING
 - a. Staff Report: Library Staff
 - b. Council Discussion
10. UPDATE ON THE NEW LIBRARY
 - a. Staff Report: Library Staff
 - b. Council Discussion
11. STATUS REPORT ON THE PURCHASE OF LIBRARY PROPERTY
 - a. Staff Report: Administration Staff
 - b. Council Discussion
12. COUNCIL LIAISON REPORTS
13. NON AGENDA ITEMS

14. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

15. ADJOURNMENT

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PROCLAMATION

Constitution Week

WHEREAS, September 17, 2002, marks the two-hundred-fifteenth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the Issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW THEREFORE BE IT RESOLVED THAT I, Mayor James Griffith, of the City of Tigard, Oregon, do hereby proclaim the week of September 17 through 23, 2002 as

Constitution Week

in Tigard, Oregon and encourage all citizens to reaffirm the ideals of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Dated this _____ day of _____, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James Griffith, Mayor
City of Tigard

Attest:

City Recorder



PROCLAMATION

Kids Day America / International

WHEREAS, the Health and well-being of children is our responsibility; and

WHEREAS, the Safety of our children is a significant concern for parents, community leaders and health care givers; and

WHEREAS, Environmental welfare is of universal concern and deserves the utmost attention; and

WHEREAS, if started in childhood, proper Health, Safety and Environmental habits can be maintained for a lifetime, producing a valued member of society, and enhancing our community; and

NOW THEREFORE BE IT RESOLVED THAT I, Mayor James Griffith, of the City of Tigard, Oregon, do hereby proclaim September 21, 2002 as

Kids Day America / International

in Tigard, Oregon and urge that this day be dedicated to the efforts of Doctors of Chiropractic in helping educate all citizens on the importance of Health, Safety and Environmental issues affecting our community.

Dated this _____ day of _____, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James Griffith, Mayor
City of Tigard

Attest:

City Recorder

PROCLAMATION

Always Remember 9-11 Day

WHEREAS, in an unprovoked and senseless act of terrorism, four civilian aircraft were hijacked on September 11, 2001, and crashed in New York City, Pennsylvania and the Pentagon; and

WHEREAS, innocent U.S. citizens of all heritages as well as visiting citizens of foreign nations were killed and injured as a result of these horrific acts; and

WHEREAS, while we as a Union still continue to recover from the unspeakable loss of so many innocent lives, the indomitable spirit of the United States has been revitalized and given way to numerous expressions of heroism and patriotism; and

WHEREAS, the threat of terrorism, destruction and senseless violence must be banished for any free society to exist; and

WHEREAS, the City of Tigard shares in the grief and will commemorate the one-year anniversary of the September 11 tragedies; and

WHEREAS, we extend our deepest condolences to the innocent victims of these unprovoked actions by terrorists, as well as to their families and their friends; and

WHEREAS, we salute the heroism of public safety and rescue workers, volunteers, local officials, and those who responded to these tragic events with courage, selfless compassion, determination, and skill;

NOW THEREFORE BE IT RESOLVED THAT I, Mayor James Griffith, of the City of Tigard, Oregon, do hereby dedicate September 11, 2002,

Always Remember 9-11 Day

a day to mourn, reflect and rededicate ourselves to ending terrorism in commemoration of the anniversary of the terrorist attacks; and that we encourage all our citizens to honor the victims of September 11 by reaffirming their commitment to sustaining our newfound patriotism through volunteerism, community involvement, and services; and we as citizens dedicate our time, talents, and energy to lift one another up and foster a new level of understanding and awareness. Let us honor the memory of all those who died by being of service to one another and by building the 'stronger, more perfect union' our founding fathers called for.

Dated this _____ day of _____, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James Griffith, Mayor
City of Tigard

Attest:

City Recorder

PROCLAMATION

Race Equality Week

WHEREAS, by Act of Congress of the United States dated July 2, 1964, the Civil Rights Act of 1964 was adopted banning discrimination because of a person's color, race, national origin, religion, or sex; and

WHEREAS, by Act of Congress of the United States dated December 6, 1865, the 13th Amendment of the Constitution of the United States was adopted abolishing slavery; and

WHEREAS, by Act of Congress of the United States dated July 9, 1868, the 14th Amendment of the Constitution of the United States giving all persons born or naturalized in the United States the right to due process and equal protection under the law; and

WHEREAS, by resolution of the National League of Cities, we declare racism unjust and advocate equal rights for all;

NOW THEREFORE BE IT RESOLVED THAT I, James E. Griffith, Mayor of Tigard, on behalf of the entire City Council, do hereby proclaim:

September 23 – 29, 2002 as

Race Equality Week

in the City of Tigard, Oregon

and urge all citizens to join together today to reaffirm our commitment to ensure equality and freedom for all the people regardless of race, religion, sexual preference, or gender.

Dated this day of 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tigard to be affixed.

James E. Griffith, Mayor
City of Tigard

Attest:

City Recorder

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Report on Tigard High School Activities from Student Envoy Paul Brems

PREPARED BY C. Wheatley DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Hear an update on student activities at Tigard High School.

STAFF RECOMMENDATION

N/A

INFORMATION SUMMARY

The Tigard High School Student Envoy for this school year is Paul Brems. Mr. Brems will give his first monthly report to the City Council on current and upcoming activities at Tigard High School.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Two target areas benefit from the Student Envoy Program:

1. **Community Character & Quality of Life**
Communication Goal: Citizen involvement opportunities will be maximized by providing educational programs on process, assuring accessibility to information in a variety of formats, providing opportunities for input on community issues and establishing and maintaining a program of effective two-way communication.
2. **Schools & Education**
Two-Way Communication Goal: School district ensures effective two-way communication to the entire community by regularly providing information about school-related issues.

ATTACHMENT LIST

None

FISCAL NOTES

N/A

COUNCIL MINUTES
TIGARD CITY COUNCIL MEETING
August 20, 2002

1. WORKSHOP MEETING

- 1.1 Mayor Griffith called the meeting to order at 6:30 p.m.
- 1.2 Council Present: Mayor Griffith; Councilors Dirksen, Moore, Patton and Scheckla
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non Agenda Items: None

2. SOCIAL SERVICE AGENCY PRESENTATIONS – DISCUSSION WITH CITY OF TIGARD BUDGET COMMITTEE

Budget Committee members present: Chair Burgess, Committee Members Benner, Dirksen, Griffith, Moore, Patton, Scheckla, and Sherwood.

Finance Director Craig Prosser previewed the staff report and purpose of this agenda item, which is to review social service grant recipient programs, services and future funding needs. The Budget Committee has set aside one hour during three City Council workshop sessions (August 20, November 19, and January 14) to hear presentations from grant recipients and to discuss service and funding issues with them. The following organizations were scheduled for this meeting:

❖ Community Action Organization (CAO)

Jerralyn Ness presented information and distributed packets to the City Council. Seven sites managed by CAO are in Tigard. Ms. Ness reviewed the organization's history. The office for this area is now located in King City.

CAO provides assistance to families for emergencies when they are in need of housing, help with utility expenditures, and medical care.

CAO also provides the following programs and services: Head Start, Homeless & Housing Services, Energy/Emergency/Weatherization Assistance; Maternity Outreach, Before and After School Care, Child Care Resource and Referral, and Social Services Information and Referral. More detailed information is contained in the material distributed to Council; this material is on file in the City Recorder's office.

Funds contributed by the City of Tigard are used to meet expenses of the Tigard-area office.

CAO has 240 employees and 1,00 volunteers.

Councilor Patton commented that the purpose of asking the organizations to present information to the Budget Committee was for education of what the social agencies are doing to provide services – not to set up a competition for funding.

❖ Tualatin Valley Centers (TVC)

Julie Dodge and Merilee Stahl presented information and distributed written material to the City Council. TVC provides services in the areas of mental health and addictions, including prevention services (addictions), child and family services, adult services, and older adult services. City of Tigard contributions are used to fund the young parent's program in Tigard. Ms. Stahl described the assistance available to parents (under 21) for parenting skill development, support group participation, and helping them access services. The young parent program helps keep the young parents in school to finish their education and assists in supporting the healthy development of the children. Luke-Dorf, an agency separate from TVC, also provides mental health services for adults.

❖ Sexual Assault Resource Center

Due an emergency situation at the office, the speaker for this item will be rescheduled for another meeting with the Budget Committee.

❖ Domestic Violence Center (DVC)

Juliana McClatchy advised the DVC offers services to victims of domestic violence. The DVC was established in 1977. This agency that can accommodate shelter for boys over 12 who are caught in a domestic violence situation. A new shelter (the only one in Washington County) was built two years ago that can accommodate 28 individuals, including families. The shelter is always full. DVC serves about 17,000 people a year; all services are free. Services include shelter, support groups, individual counseling, 24-hour crisis line, restraining order advocacy, and work with children to prevent a cycle of violence.

DVC statistics for Tigard last year were as follows:

- 194 restraining orders
- 120 crisis line calls
- 34 children assisted
- 32 people in the family violence intervention program

It is anticipated that about 400 Tigard residents will use DVC's services this year.

Ms. McClatchy noted the shelter requires about half of their budget. Last year DVC lost its United Way funding and also a federal grant came to an end; these two sources had previously provided DVC with about \$120,000.

3. REVIEW OF URBAN RENEWAL FUNDAMENTALS

Community Development Director Hendryx introduced this agenda item, which was an introductory discussion on urban renewal as a funding tool. City Attorney Ramis introduced Oliver Norville, a retired attorney whose expertise is in urban renewal. Mr. Norville reviewed the history of urban renewal, which was established with the 1949 Housing Act that was intended to improve housing conditions. Since 1949 a number of federal and state legislative changes have occurred so that now urban renewal is also used for things such as downtown renewal and economic development.

Mr. Norville reviewed the procedures to establish an urban renewal agency, which included the following:

- a. Establish an urban renewal agency (Council could name itself as the agency; however, rules governing the agency are established by statute and the agency is completely separate from the functions of those designated for a city council.)
- b. Identify the "blighted" area(s) (not more than 25% of assessed valuation and land area of the jurisdiction). The area does not have to be all within city limits. Mr. Norville spent time with Council discussing the state legislature's definition of "blighted area," which is very broad. An analysis must be done.
- c. Prepare an urban renewal plan where projects to be undertaken are described in detail:

Explain activities

Identify real property to be acquired

Identify financing – for example, if tax increment financing is the financing tool, then detail how it will be used

Define how the plan can be amended

Outline relocation procedures

Mr. Norville outlined the process of developing an urban renewal plan:

- a. Agency prepares the plan.
- b. Plan is reviewed by the Planning Commission.
- c. Planning Commission makes recommendations.
- d. Plan is referred to the other taxing districts; agency responds to their comments.
- e. Plan is approved by ordinance.

A direct notice of the proposed urban renewal district must be sent to each affected household. Citizen participation is an important element.

Mr. Norville explained tax increment financing: The assessed value of the identified area is frozen and any increase in the assessed value is turned over to the urban renewal agency to fund the elements of the urban renewal plan. Mr. Norville reviewed how this can be complicated because of tax limitation measures; however, so far urban renewal agencies have done "all right" with regard to funding. Mr. Norville said that usually an urban renewal area's assessed valuation was static, but after being designated for urban renewal, assessed valuations increased.

Mr. Norville said that about 40 agencies, of all sizes, in the State of Oregon have used urban renewal, including Portland, Salem, Eugene, Rainier, Seaside, Lincoln City, Newport, Tualatin, and Clackamas County. Discussion followed about some of these projects.

City Attorney Ramis confirmed Councilor Scheckla's statement that there is a City of Tigard Charter section that requires voter approval for establishment of an urban renewal district.

Benefits derived from urban renewal areas include addition of new facilities (such as a fire station), better access, added tax dollars through increased assessed valuation that would not have otherwise been received.

Community Development Director Hendryx advised the next level of review is scheduled for September. Councilor Scheckla said he would like more discussion on "blight." Councilor Patton commented that it would be important to have a very detailed strategy outlined in the plan with specific projects. Also important would be to solicit public participation and to involve other taxing entities to learn of the benefits and mutual advantages.

Council meeting recessed: 8:14 p.m.

Council meeting reconvened: 8:22 p.m.

4. PRESENTATION OF BULL MOUNTAIN SURVEY RESULTS AND NON-ISLAND ANNEXATION POLICY DISCUSSION

Community Development Director Hendryx introduced this agenda item and Mr. Scott Davis of Ripley Research Associates. Mr. Davis presented the results of their telephone survey of Bull Mountain and Tigard residents regarding annexation and related issues. Also present was Ann Madden, representing Washington County.

Mr. Hendryx reviewed a chart, "Summary of Annexation Efforts." A copy of the chart is on file in the City Recorder's office.

Mr. Davis' presentation was highlighted on PowerPoint slides. A copy of this presentation is on file in the City Recorder's office.

Conclusions of the survey were:

- Support is clearly divided between City of Tigard residents and those from Bull Mountain.
 - ✓ Support from City of Tigard residents evolved from 52% to 80%
 - ✓ Support from Bull Mountain residents evolved from 30% to 37%
 - ✓ Overall support evolved from 49% to 74%
- Awareness and education make a difference
 - ✓ 40% of those previously unaware were initially supportive
 - ✓ 56% of those previously aware were initially supportive

There were questions from the audience about the methods used in the survey. Voters, not property owners, were selected for participation.

Mr. Hendryx reviewed the following charts, which are on file in the City Recorder's office.

- Proposed Criteria for Evaluating Alternatives
- Comparative Analysis of 3 Options for Annexation
- General Summary of Next Steps
- Identified Alternatives to Address Council's Goal (Establish an annexation policy for non-island areas)

Ann Madden of Washington County advised the County is interested in this process and believes the City is "on track" in considering placing the annexation question before voters. Eventual annexation of the area is in accord with the thinking and Board policy that cities should provide services to urban-developed areas. In the long run citizens are served best when cities provide urban services – it is more efficient.

Tigard is already serving the area through an urban services agreement between the City of Tigard and Washington County. There is an understanding by the County of several issues including preservation of open spaces and developing parks.

Ms. Madden said Washington County would be interested in levying parks system development charges if the annexation plan is implemented. There was discussion on SDC's noting that a lot of dollars that could have been collected and set aside for parks were lost. However, if the County begins to collect SDC's as it has specified in the proposed urban services agreement, then several hundred thousand dollars might be collected in the future.

Also noted by Ms. Madden was that the Bull Mountain area is now represented by one County Commissioner, but when annexed to the City, those residents would also gain the representation of the City Council.

Discussion followed. Councilor Patton supported going forward with the annexation plan referring to the issues and services previously discussed. She said the main issues she identified were unincorporated residents receiving benefits and not paying for those benefits along with pressure from the County, which says the area could be better served by a local jurisdiction. She acknowledged the constituency on Bull Mountain who were used to the status quo. She noted they would become full-fledged Tigard residents who would also have an opportunity to serve on the City Council.

Throughout the discussion, members of the audience were allowed to comment. Concerns were expressed with perceived financially driven motives, allowing non-property owners to participate in the survey, and there were questions about how the survey was conducted. A copy of the survey results can be accessed at the City of Tigard's web site. One resident advised that not all the Bull Mountain residents were "angry" with the City, and she was concerned that some of the Council comments appeared to be grouping together all residents as being opposed. Another audience member pointed out that Bull Mountain residents through volunteerism make contributions to the community.

There was discussion on process and timing if the annexation plan was followed. Mayor Griffith noted that a better job must be done to get the information out.

Majority consensus of Council was to proceed with the annexation plan. A resolution for Council consideration will be presented at the August 27, 2002 meeting.

5. COUNCIL LIAISON REPORTS: None

6. NON-AGENDA ITEMS: None
7. EXECUTIVE SESSION: Not held
8. ADJOURNMENT: 9:38 p.m.

Attest:

Catherine Wheatley, City Recorder

Mayor, City of Tigard

Date: _____

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COUNCIL MINUTES
TIGARD CITY COUNCIL MEETING
August 27, 2002

Mayor Griffith called the meeting to order at 6:33 p.m.

Council Present: Mayor Griffith; Councilors Dirksen, Patton, and Scheckla

- STUDY SESSION

- > UPDATE – WATER ISSUES

Councilor Patton updated Council on the status of the following activities regarding water supply and service:

- ↳ Bull Run Drinking Water Agency

A public hearing was held last Thursday before the Policy Steering Committee on the draft principles of an agreement for a Bull Run Drinking Water Agency. Councilor Patton noted there was a limited amount of public testimony with some concerns expressed about whether this agency would be the appropriate mechanism to provide regional water services.

It is anticipated that the Policy Steering Committee will finalize the principles of agreement and four technical policy papers by the end of September. Once these items are completed, they will be forwarded to each participating jurisdiction to review. Jurisdictions will then develop their own public involvement process.

Draft financial numbers were distributed at the last meeting for each jurisdiction for a 20-year planning cycle. This information will need to be reviewed by staff and Councilor Moore (newly appointed water-issue Council liaison) and then distributed to Council.

Each jurisdiction will review the principles of agreement, develop a public involvement process and then determine whether to go forward with membership in the Drinking Water Agency. Councilor Patton expects that some of the jurisdictions currently involved may drop out quickly. She said she would like to see Tigard remain in the process, but said it would be best if Tigard could be the last agency to decide whether to move forward with the Agency because the financial numbers will be more firm. The current estimates for a long-term

water source for Tigard are not unrealistic advised Councilor Patton. As a member of the Agency, Tigard would be able to buy ownership into the Agency. Councilor Patton suggested it might be better to develop a buy-in scenario based on a shorter capital improvement program (CIP) period of 5, 10 or 15 years (draft numbers are now based on a 20-year CIP).

City Attorney Ramis advised that Tigard would ultimately be given some sort of option as to what degree Tigard will want to buy-in.

After the statement of the principles of agreement has been finalized, the next step will be to develop and approve a detailed contract for participating jurisdictions.

Participating jurisdictions will not receive water rights; those will stay with Portland. However, Portland will contractually provide all the legal rights jurisdictions will need as partners.

→ Joint Water Commission

Clean Water Services has a significant role in the feasibility study process. The biggest problem at this time is the lack of federal funding, which is slowing down the project. It is hoped that the timeline can be followed; however additional funds will be needed from participating jurisdictions. Assistant Public Works Director Koellermeier explained that if the partners pick up the federal funding anticipated to be allocated in the future, then the partners would be reimbursed when the funding is received. More information will be presented to the Council on this matter next month.

The study is focused on the feasibility of raising Scoggins Dam. There has been an active public involvement process with neighbors of Hagg Lake (Scoggins Dam); the reception has been positive.

→ Water Supply Plan

The Water Supply Plan is updated every five years. Councilor Patton referred to information distributed to the City Council, including a questionnaire regarding conservation and its role in the future of water supply. Council members were asked to take a few minutes to fill out the survey.

The update should be completed by summer/fall 2003.

↳ Aquifer Storage Recovery (ASR)

Assistant Public Works Director Koellermeier advised that the ASR project is going exceptionally well. Tigard has been using water from the wells since July 1 and will continue to do so until the end of September.

↳ Long-Term Water Contract with Portland

Assistant Public Works Director Koellermeier reported that a comparison would be done for continued costs associated with continuing a long-term contract compared to a contractual buy-in in an agency. Councilor Patton added that an interim wholesale contract would be needed even if the Council determines to proceed with the buy-in option.

> UPDATE – RANDALL GRANT PROGRAM

Assistant to the City Manager Newton reviewed the status of this item. The City was awarded \$10,667.99 from the Department of Justice for reimbursement of 50 percent of the cost of bulletproof vests. Randall identified the grant opportunity and prepared the grant on behalf of the City.

The City has requested assistance from Randall to pursue funding through the Meyer Memorial Trust for improvements to the open space portion of the new library site for an environmental educational component. Also, the City's contact at Randall has identified new federal legislation that may be a source for funding mobile data terminals for the police. Funding may also be available, due to support from Senators Wyden and Smith and Congressman Wu, for a Tualatin River pedestrian bridge.

> ADMINISTRATIVE ITEMS

↳ Assistant City Manager Newton advised that Washington County officials Tom Brian and Dennis Mulvihill would be attending the upcoming Rail-Volution Conference in Washington D.C.

↳ Assistant to the City Manager Newton advised there might be people attending tonight's business meeting who will want to comment on Agenda Item No. 14 regarding the proposed Bull Mountain Annexation policy direction. This is not a public hearing; there will be a public information and involvement plan developed if Council adopts the proposed resolution. After discussion, it was determined that if people are present to comment on this matter, that they may do so when the Council is reviewing the Item (No. 14). Public comments are to be limited to the issue before the Council, which is a proposed

resolution directing staff to proceed with preparation of an annexation plan in coordination with Washington County for the November 2003 ballot.

- Pending completion of the nomination process, there are three candidates for the two available Council positions that will appear on the November 5, 2002 ballot. Those candidates are: Mark Mahon, Sydney Sherwood and Nick Wilson. There is one mayoral candidate: Jim Griffith.

Ms. Newton advised a candidate's forum is scheduled for the October 3 Citizen Involvement Team (CIT) meeting.

- EXECUTIVE SESSION: Not held
Meeting recessed at 7:24 p.m.

1. BUSINESS MEETING

- 1.1 Mayor Griffith called the City Council & Local Contract Review Board meeting to order at 7:34 p.m.
- 1.2 Council Present: Mayor Griffith; Councilors, Dirksen, Patton, and Scheckla.
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None
- 1.5 Call to Council and Staff for Non-Agenda Items: None

2. CERTIFICATE OF RECOGNITION – COUNCILOR JOYCE PATTON

Mayor Griffith presented a certificate of recognition to Councilor Patton for outstanding service to the community. Councilor Patton is moving from the City of Tigard and submitted a letter of resignation effective September 1, 2002. Councilor Patton noted that it has been an honor to serve the citizens of Tigard.

Councilor Scheckla thanked Councilor Patton for her contributions as a member of the committee that provides Tigard citizens with the 4th of July celebration. Councilor Dirksen noted his appreciation of the efforts and guidance provided by Councilor Patton.

Curtis Tigard, Sue Kasson, and Lonn Hoklin thanked Councilor Patton for her contributions as a member of the New Library Construction Committee. Her assistance was instrumental in attaining voter approval of the new library building.

Assistant to the City Manager Newton thanked Councilor Patton for her help with reviewing contracts and the work she provided on the Tigard Beyond Tomorrow visioning project.

3. MAYORS' PINEWOOD DERBY

Mayor Griffith urged people to attend the Mayors' Pinewood Derby contest at the Rose Garden on September 7, 2002, 8:30 a.m. About 30-area mayors are participating with the Cub Scouts.

4. VISITOR'S AGENDA

Individuals who had signed in on the Visitor's Agenda indicated they wanted to speak to the City Council about Agenda Item No. 14. The Mayor advised they would be allowed to speak at the time the Council reviewed this agenda item; although this is not a public hearing. Comments should pertain to what is before the Council for review.

5. CONSENT AGENDA: Motion by Councilor Scheckla, seconded by Councilor Patton, to adopt the Consent Agenda.

5.1 Approve Council Minutes: August 13, 2002

5.2 Approve Amendment to Municipal Court Judge Michael J. O'Brien's Personal Services Contract – Resolution No. – 02-51

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

6. CONSIDER AMENDMENT TO CHAPTER 12.02 (SANITARY SEWER AND SURFACE WATER MANAGEMENT) OF THE TIGARD MUNICIPAL CODE MAKING APPROPRIATE NAME AND TITLE CHANGES

Finance Director Prosser who characterized the proposed amendments as "housekeeping" presented the Staff Report.

Motion by Councilor Dirksen, seconded by Councilor Patton, to adopt Ordinance No. 02-28.

ORDINANCE NO. 02-28 – AN ORDINANCE AMENDING CHAPTER 12.02 (SANITARY SEWER AND SURFACE WATER MANAGEMENT) OF THE TIGARD MUNICIPAL CODE MAKING APPROPRIATE NAME AND TITLE CHANGES.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

7. CONSIDER AMENDMENT TO CHAPTER 12.03 (BILLING AND COLLECTION OF UTILITY CHARGES) OF THE TIGARD MUNICIPAL CODE CLARIFYING PROCEDURES IN THE COLLECTION OF UTILITY CHARGES AND MAKING APPROPRIATE NAME AND TITLE CHANGES

Finance Director Prosser reported on this agenda item. He advised that the proposed ordinance amendment would update the procedures in collection of utility charges to reflect current practices. He reviewed several of the changes, which are outlined in the staff report, which is on file in the City Recorder's office. The Intergovernmental Water Board has reviewed the proposed amendments and recommends adoption.

Motion by Councilor Scheckla, seconded by Councilor Dirksen, to adopt Ordinance No. 02-29.

ORDINANCE NO. 02-29 – AN ORDINANCE AMENDING CHAPTER 12.03 (BILLING AND COLLECTION OF UTILITY CHARGES) OF THE TIGARD MUNICIPAL CODE CLARIFYING PROCEDURES IN THE COLLECTION OF UTILITY CHARGES AND MAKING APPROPRIATE NAME AND TITLE CHANGES

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

8. CONSIDER GRANTING A TELECOMMUNICATIONS FRANCHISE TO TIME WARNER TELECOM OF OREGON LLC

Finance Director Prosser reported on this agenda item. He reviewed the highlights of the proposed ordinance and franchise agreement as outlined in the staff report, which is on file in the City Recorder's office.

Motion by Councilor Patton, seconded by Councilor Dirksen, to adopt Ordinance No. 02-30.

ORDINANCE 02-30 – AN ORDINANCE GRANTING TO TIME WARNER TELECOM OF OREGON LLC A FRANCHISE TO CONDUCT A TELECOMMUNICATIONS BUSINESS IN THE CITY OF TIGARD, OREGON, INCLUDING THE RIGHT TO PLACE POLES, WIRES, AND OTHER APPLIANCES FOR TELECOMMUNICATION PURPOSES IN THE PUBLIC RIGHTS OF WAY; AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

The motion was approved by a unanimous vote of Council present.

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

9. CONSIDER INCREASING, ADDING, AND ELIMINATING CERTAIN WATER CHARGES BY AMENDING EXHIBIT A TO RESOLUTION NO. 02-06

Finance Director Prosser reported on this agenda item. He noted the changes to the Exhibit A were reviewed by the Intergovernmental Water Board, which recommended the changes be made as presented.

Motion by Councilor Patton, seconded by Councilor Scheckla, to adopt Resolution No. 02-52.

RESOLUTION NO. 02-52 – A RESOLUTION AMENDING RESOLUTION 02-06 BY AMENDING EXHIBIT A THERETO AND INCREASING, ADDING, AND ELIMINATING CERTAIN WATER CHARGES

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

10. CONSIDER AMENDMENT TO CHAPTER 12.10 (WATER SYSTEM RULES & REGULATIONS) OF THE TIGARD MUNICIPAL CODE (TMC) UPDATING SEVERAL PROVISIONS OF WATER SERVICE TO ALIGN TMC

REQUIREMENTS WITH CURRENT UTILITY SERVICE PRACTICES AND OTHER TMC PROVISIONS

Assistant Public Works Director Koellermeier presented the staff report. Staff recommended that the Council amend the TMC to update several provisions of water service to align municipal code requirements with current utility service practices and other TMC provisions.

Motion by Councilor Patton, seconded by Councilor Dirksen, to adopt Ordinance No. 02-31.

ORDINANCE NO. 02-31 – AN ORDINANCE AMENDING CHAPTER 12.10 WATER SYSTEMS RULES AND REGULATIONS OF THE TIGARD MUNICIPAL CODE

The motion was approved by a unanimous vote of Council present.

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

11. PUBLIC HEARING TO CONSIDER AUTHORIZATION OF THE ISSUANCE AND SALE OF THE CITY OF TIGARD'S GENERAL OBLIGATION BOND AND GENERAL REFUNDING BOND TO THE OREGON ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT TO FINANCE THE COSTS OF THE NEW TIGARD LIBRARY
 - a. Mayor Griffith opened the public hearing.
 - b. Finance Director Prosser presented the staff report. Mr. Prosser explained the background with regard to the need to issue a City of Tigard general obligation bond and a general refunding bond to the Oregon Economic and Community Development Department. Bonds will be available to the public through the Oregon Bond Bank. Information about the bonds is available on the City's web site: www.ci.tigard.or.us.
 - c. There was no public testimony.
 - d. Staff recommended that the City Council adopt the proposed resolution.
 - e. Mayor Griffith closed the public hearing.

- f. Motion by Councilor Patton, seconded by Councilor Dirksen, to adopt Resolution No. 02-53.

RESOLUTION NO. 02-53 – A RESOLUTION OF THE CITY OF TIGARD AUTHORIZING THE ISSUANCE AND SALE OF ITS GENERAL OBLIGATION BOND AND GENERAL OBLIGATION REFUNDING BOND TO THE OREGON ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

The motion was approved by a unanimous vote of Council present.

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

12. COUNCIL AS LOCAL CONTRACT REVIEW BOARD TO CONSIDER THE AWARD OF THE CONTRACT FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE NEW TIGARD LIBRARY

City Engineer Duenas presented the staff report and recommended that the Board approve award of a contract in the amount of \$999,600 for architectural/engineering services for the new Tigard library to SRG Partnership, PC. Three members of the team from SRG (Skip Stanaway, Jon Schleuning, and Laura Hill) were present and noted how they were looking forward to working on the project.

Motion by LCRB Board Member Dirksen, seconded by LCRB Board Member Scheckla, to approve award of a contract in the amount of \$999,600 and authorize the City Manager to sign the contract.

The motion was approved by a unanimous vote of Board Members present:

Board Chair Griffith	-	Yes
Board Member Dirksen	-	Yes
Board Member Patton	-	Yes
Board Member Scheckla	-	Yes

13. CONTINUATION OF PUBLIC HEARING (QUASI-JUDICIAL) FROM JULY 23, 2002 – CONSIDER AN ORDINANCE TO EXEMPT PROPERTIES THAT ARE ZONED MUR 1 OR 2 THAT WERE ZONED COMMERCIAL PRIOR TO MARCH 28, 2002, FROM MEETING CERTAIN REQUIREMENTS BEFORE BEING PERMITTED TO HAVE A COMMERCIAL USE

- a. Mayor Griffith opened and continued the hearing from July 23, 2002.
- b. Associate Planner Julia Hajduk presented the staff report reminding Council that the hearing had been continued to allow for renote after an omission was discovered on the vicinity map. Notice was remailed and republished with a corrected map that included all affected property owners.
- c. There were no declarations or challenges.
- d. There was no additional public testimony (See July 23, 2002, hearing for public testimony on that date.)
- e. Mayor Griffith closed the public hearing.
- f. Motion by Councilor Scheckla, seconded by Council Dirksen, to adopt Ordinance No. 02-32, which exempted properties that were zoned Commercial prior to being zoned Mixed Use Residential 1 or 2 from being required to meet minimum residential density requirements in order to develop a commercial use.

ORDINANCE NO. 02-32 – AN ORDINANCE EXEMPTING PROPERTIES THAT ARE ZONED MUR 1 OR 2 THAT WERE ZONED COMMERCIAL PRIOR TO MARCH 28, 2002, FROM MEETING CERTAIN REQUIREMENTS BEFORE BEING PERMITTED TO HAVE A COMMERCIAL USE

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

14. CONSIDER POLICY DIRECTION FOR BULL MOUNTAIN ANNEXATION

Community Development Director Hendryx presented the staff report. Over the past year the City has explored the possibility of annexing the Bull Mountain area. Based on these efforts, three non-island annexation policy alternatives were developed and presented to the Council on August 20, 2002. The Council had before it a proposed resolution to proceed with preparation of an annexation plan in coordination with Washington County.

Mr. Hendryx, in response to a question from Mayor Griffith, reviewed the timeline of the annexation plan – a five- to seven-month endeavor that would include notices, several public opportunities along the way, and a hearing before the City Council. At several points during the process, there would be opportunities for the Council to decide whether to terminate the plan.

The phone survey conducted by Riley Research Associates was reviewed by the City Council on August 20, 2002. The results indicated that public outreach and education was needed for both Bull Mountain residents and Tigard residents regarding potential annexation.

Several Bull Mountain residents asked to comment:

Stuart P. Byron, 15650 SW 133rd Avenue, Tigard, OR 97224, advised he has been involved in the discussions regarding the annexation issue. He said it seems as if there is an “agenda is already in place.” He said 80 percent of the people on Bull Mountain don’t want the City to move forward with the annexation question. He said there was no parks or open space land available and he also referred to revenue shortfalls projected for this area. He said that annexation would mean a negligible increase in services. He also said that if the annexation matter did move forward that only the Bull Mountain residents should be allowed to vote on the issue. There was brief discussion about the projected shortfall of more than \$7 million for the capital needs in the area.

George E. Morgan, 14130 SW 144th Avenue, Tigard, OR 97224, said this is a complex subject and not many people understood the policies and procedures, and this understanding would be necessary if people were to be included as a partner in the annexation effort. He referenced the need to determine how to avoid an adversarial procedure. He noted the need for planning for the area and to develop a list of policies important to the City of Tigard with regard to what would be provided for streets, sewers, and sidewalks. He said he would hate to see any options forfeited and suggested that “common ground” be identified for those affected.

Holly Shumway, 14535 SW Woodhue, Tigard, OR 97224, noted her negative experience with annexation when she lived on Whidbey Island, Washington. She said she would like to become educated on what is being proposed and added that she thought only Bull Mountain residents should have a voice on whether or not the area is annexed.

tracy, 14400 SW 141st Avenue, Tigard, OR 97224, advised he has lived on Bull Mountain for 22 years. He said annexation would mean higher taxes and more government. tracy advised he is vehemently against annexation.

Todd Marshall, 14245 SW Bull Mountain Road, said the area he lives in is beautiful and would like for it to stay that way. He said communication methods need to be better rather than relying on U.S. Mail, *Oregonian*, or *Tigard Times*.

Ellen Bielstein, 14630 SW 130th, Tigard, OR 97224, advised she has been involved in the annexation talks. She said the annexation plan before the Council would set forth a course of action toward annexation. She advised she was astounded the City needed seven to nine months more review on the matter and suggested the Council go ahead and make its decision now. She referred to a previous study noting under one scenario \$7.5 million in capital improvements would be needed and in another \$9.9 million. She did not see where there would be a benefit to the residents of Bull Mountain. She moved from the City of Tigard to unincorporated Bull Mountain and advised the only difference she noticed was lower taxes.

Mrs. Todd Marshall, 14630 SW 130th, Tigard, OR 97224, agreed with earlier comments that only the citizens on Bull Mountain should have a say on whether or not they should be annexed, since they were the only ones impacted.

Councilor Dirksen addressed several of the issues brought forward. A summary of his comments included:

- There is a responsibility on the part of Council to review this matter fully to make an informed decision.
- The Council has made no final decision.
- More review is needed to determine whether the perception is correct that Bull Mountain residents are receiving benefits without paying for these benefits. And, if so, how much.
- Bull Mountain area is in the urban growth boundary and, therefore, is zoned similarly for land development and density as is the adjacent incorporated area.
- Outreach is needed that will involve both Bull Mountain residents and City of Tigard residents since both are affected.

Councilor Patton's comments included the following:

- Troubled that assumptions have been articulated that this City Council has already made a decision.
- Washington County does not want to provide services to this area.
- Council represents the interests of the City of Tigard residents who are paying taxes; Bull Mountain residents are receiving services and are not paying for these services.
- Concerned about using staff resources and time with the adversarial tone represented by the audience. Therefore, suggested the City call a halt to the process until Washington County gets more "serious" about their position of

wanting this area to become part of the City and there is more desire and interest on the part of the residents to become a part of the City.

Councilor Scheckla noted:

- Bull Mountain residents are using Tigard services but added that some residents in the Metzger area are in a similar position.
- Concern expressed that if the area is brought in unwillingly, then the City will not be able to move forward with projects and programs because there will be a large block of "no" voters.

Mayor Griffith said that:

- It is preferable to have a cohesive community. However, the survey showed that once more was known about annexation issues, attitudes changed. This can be a win-win situation. Supported moving forward so an informed, educated decision can be made, which would include a public involvement process.

Stuart Byron addressed the Council again and reiterated that only Bull Mountain residents should vote on the question of annexation. He urged the Council to not pursue the annexation plan.

Community Development Director Hendryx advised that the proposed resolution, if approved, would not lock the Council into a vote in November 2003.

Councilor Scheckla asked questions about workload for staff. Community Development Director Hendryx said all departments would be involved in developing information for Council and citizens to make an informed decision. Councilor Scheckla suggested staff could work on other priorities such as the Washington Square project.

Councilor Patton said she would not vote in favor of the proposed resolution because it did not appear to be the right time to move forward and expend more staff resources on this matter. She noted that there was enough negative momentum that would defeat "all best-intentioned efforts" on the part of the City. At some future point, annexation may end up "looking like a good deal."

Motion by Councilor Dirksen, seconded by Councilor Scheckla, to adopt Resolution No. 02-54.

RESOLUTION NO. 02-54 -- A RESOLUTION DIRECTING STAFF TO PREPARE AN ANNEXATION PLAN FOR THE BULL MOUNTAIN AREA FOR COUNCIL'S CONSIDERATION.

The motion failed with a tie vote as follows:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	No
Councilor Scheckla	-	No

Legal Counsel Ramis confirmed that the motion fails with a tie vote. The matter could be brought up again with a full Council.

15. CONSIDER RENEWAL OF THE INTERGOVERNMENTAL AGREEMENT(IGA) WITH WASHINGTON COUNTY FOR THE CITY OF TIGARD TO PROVIDE PLANNING-, BUILDING-, AND ENGINEERING-RELATED SERVICES TO THE URBAN SERVICES AREA

Community Development Director Hendryx presented the staff report. Staff recommended that Council authorize the Mayor to sign the Urban Services Intergovernmental Agreement between the City of Tigard and Washington County, amending and extending the agreement for another five years.

Motion by Councilor Patton, seconded by Councilor Dirksen, to approve the IGA.

The motion passed by a majority vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	No

16. COUNCIL LIAISON REPORTS: None
17. NON AGENDA ITEMS: None
18. EXECUTIVE SESSION: Not held
19. ADJOURNMENT: 9:55 p.m.

Attest:

Catherine Wheatley, City Recorder

Mayor, City of Tigard

Date: _____

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**MEMORANDUM
CITY OF TIGARD, OREGON**



TO: Mayor and Council
FROM: Greer Gaston
DATE: September 4, 2002
SUBJECT: Three-Month Council Calendar

Regularly scheduled Council Meetings are marked with an asterisk (*).

September

2	Mon	Labor Day Holiday – City Offices Closed
10 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
17 *	Tues	Council Workshop Meeting – 6:30 p.m.
24 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session

October

7	Mon	Joint Meeting with Tualatin City Council and Tigard-Tualatin School District Time and Location - To Be Announced
8 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
15 *	Tues	Council Workshop Meeting – 6:30 p.m.
22 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session

Note: This meeting may be canceled

November

11	Mon	Veteran's Day Holiday – City Offices Closed
12 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
19 *	Tues	Council Workshop Meeting – 6:30 p.m.
26 *	Tues	Council Meeting – 6:30 p.m. Business Meeting with Study Session
28	Thurs	Thanksgiving Holiday – City Offices Closed
29	Fri	

Tigard City Council
Tentative Agenda

9/17/02 - Workshop	9/24/02 - Business TV -Greeter	10/7/02 - Special Meeting
Due: 9/3/02 @ 5 p.m.	Due: 9/10/02 @ 5 p.m.	
Workshop Topics	Study Session	
Annual Court Report - Nadine - 20 min		Joint Meeting with Tigard & Tualatin
Discussion of Street Maintenance Fee Issues - Gus - 30 min		City Councils & TTSD Board; Meeting to be held in Tualatin
Overview: Urban Renewal 201 - Barbara/Jim - 45 min.		
	Consent Agenda	- Construction schedule of school facilities
Discuss Proposed Amendment to JWC Agreement - Ed/Dennis - 15 min.	Amend JWC Agreement - Ed/Dennis	- Tualatin River Pedestrian Bridge
	Chamber of Commerce Parking Lease - Bill	
	Business Meeting	
	Proclamation - World Pop. Awareness Week - Cathy - 5 min	
	Adopt Affordable Housing Plan - RES - Barbara/Duane - 20 min	
	Event Complex Bond Measure Update - Wash. Co. Rep - 20 min	
	Coe Manufacturing Recognition for Potso Dog Park - RES - Dan - 15 min	
	Wants Mayor to read RES and present framed copy to Coe General Manager	
	Phased Permitting & Deferred Submittal Building Fees - RES - PH -Gary - 10 min	
	Update on International Resource Cities Program - Liz - 10 min.	
	LCRB - Award CM/GC Contract for New Library - Gus - 10 min (Packet materials Friday newsletter - placeholder in packet)	
SI = standing item		
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Agenda Item No. 400
Meeting of 9/10/02

Tigard City Council
Tentative Agenda

10/8/02 - Business TV -Greeter	10/15/02 - Workshop	10/22/02 - Business TV -Greeter
Due: 9/24/02 @ 5 p.m.	Due: 10/1/02 @ 5 p.m.	Due: 10/8/02 @ 5 p.m.
Study Session	Workshop Topics	Study Session
	Communication Plan Update - Liz - 20 min	* Mayor GRIFFITH Not Present *
		* Councilor MOORE Not Present *
	Discuss meeting schedule for December - Make	
	17 a business mtg and cancel 24 mtg?	
	Proposed Standards for Housing Development	
Consent Agenda	Set-Aside Requests - Duane - 10 min	Consent Agenda
Award Labor Attorney Contract - Sandy	Update: Proposed Bull Run Regional Drinking	
	Water Agency - Ed/Dennis - 45 min	
Business Meeting		Business Meeting
VA - Student Envoy		
Update on WCCLS Local Option Levy - Margaret -		
10 min		
Status on New Library - Margaret - 10 min		
	SI = standing item	
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AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A RESOLUTION APPROVING BUDGET AMENDMENT #2 TO THE FY 2002-03 BUDGET TO ADD WAGES AND BENEFITS IN THE AMOUNT OF \$14,345 FOR AN APPROVED SENIOR LIBRARY ASSISTANT POSITION THAT WERE NOT CALCULATED INTO THE ORIGINAL BUDGET REQUEST.

PREPARED BY: Craig Prosser DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

A budget amendment is required to transfer appropriations from General Fund Contingency to the Library program to pay wages and benefits for an approved Senior Library Assistant position that were inadvertently omitted in the original budget request.

STAFF RECOMMENDATION

Approve the resolution so that sufficient appropriations exist within the Library program to pay the wages and benefits of an approved Senior Library Assistant position.

INFORMATION SUMMARY

The .5 FTE Senior Library Position was approved and included in the FY 02/03 Budget. However, due to an oversight, the monies to the fund the position were not included in the Personal Services budget request. This position is currently vacant, however; the Library has begun the process to request the approval to fill the position. When the approval is given to fill the position, the funds for the position need to be available, so hiring of staff can occur without delay.

OTHER ALTERNATIVES CONSIDERED

Not approve amendment.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Does not apply.

ATTACHMENT LIST

Resolution approving the budget amendment.
Attachment A to resolution.

FISCAL NOTES

This amendment transfers \$14,345 from General Fund Contingency to the Library Program.

CITY OF TIGARD, OREGON

RESOLUTION NO. 02-_____

A RESOLUTION APPROVING BUDGET AMENDMENT #2 TO THE FY 2002-03 BUDGET TO ADD WAGES AND BENEFITS IN THE AMOUNT OF \$14,345 FOR AN APPROVED SENIOR LIBRARY ASSISTANT POSITION THAT WERE NOT CALCULATED INTO THE ORIGINAL BUDGET REQUEST.

WHEREAS, the FY 200-03 Adopted Budget includes a .5 FTE Senior Library Assistant position:

WHEREAS, the monies to fund the position were inadvertently omitted from the personal services budget request;

WHEREAS, the Library desires to fill the Senior Library Assistant position;

WHEREAS, the FY 2002-03 Adopted Budget needs to be amended so that funds can be appropriated to allow the filling of this position.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The FY 2002-03 Adopted Budget of the City of Tigard is hereby amended as shown in Attachment A to this resolution to adjust appropriations within the General Fund.

SECTION 2: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2002.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Attachment A
FY 2002-03
Budget Amendment # 2

FY 2002-03 Revised Budget	Budget Amendment # 2	Revised Revised Budget
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General Fund

Resources

Beginning Fund Balance	6,643,662		6,643,662
Property Taxes	8,743,869		8,743,869
Grants	40,900		40,900
Interagency Revenues	2,388,864		2,388,864
Development Fees & Charges	193,614		193,614
Utility Fees and Charges	0		0
Miscellaneous Fees and Charges	159,260		159,260
Fines and Forfeitures	407,530		407,530
Franchise Fees and Business Tax	2,524,167		2,524,167
Interest Earnings	234,150		234,150
Bond/Note Proceeds	0		0
Other Revenues	44,850		44,850
Transfers In from Other Funds	2,131,077		2,131,077
Total	\$23,511,943	\$0	\$23,511,943

Requirements

Community Service Program	9,400,166	14,345	9,414,511
Public Works Program	2,511,437		2,511,437
Development Services Program	2,573,110		2,573,110
Policy & Administration Program	298,407		298,407
General Government	0		0
Program Expenditures Total	\$14,783,120	\$14,345	\$14,797,465
Debt Service	\$0		\$0
Capital Improvements	\$326,250		\$326,250
Transfers to Other Funds	\$4,566,781		\$4,566,781
Contingency	\$997,000	(\$14,345)	\$982,655
Total Requirements	\$20,673,151	\$0	\$20,673,151
Ending Fund Balance	2,838,792		2,838,792
Grand Total	\$23,511,943	\$0	\$23,511,943

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A resolution approving Budget Amendment #3 to the FY 2002-03 Adopted Budget to transfer approved capital improvement projects between the General and Facility Funds and the Facility and the Fleet/Property Management Funds and amending the FY 2002-07 Approved Capital Improvement Plan

PREPARED BY: Craig Prosser DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the Council amend the FY 2002-03 Adopted Budget and the FY 2002-07 Approved CIP to transfer two projects between funds and to delete one project to the CIP and add it to the Operating budget?

STAFF RECOMMENDATION

Approve Budget Amendment #3

INFORMATION SUMMARY

The FY 2002-07 Capital Improvement Plan (CIP) approved by Council in June 2002 includes capital improvements needed for all City facilities over the next five years. It identifies projects by major capital system (City Facilities, Parks, Streets, Water, etc.), lists projects by the year in which they are expected to be built, and identifies the City fund that will pay for these improvements. The annual City Budget appropriates funds in individual City funds to pay the costs of projects identified in the first year of the Plan.

Over the past several years, the City has followed a policy of transferring money from the General Fund to the Facility Fund to be held in reserve to pay for capital improvements for general-use City facilities such as City Hall as they are needed. The FY 2002-07 CIP included two projects for City Hall (HVAC Replacement and Energy Conservation Improvements) and identified the General Fund and the fund source for these projects. The FY 2002-03 Adopted Budget reflected the Approved CIP. These two projects should be paid for by the Facility Fund using money set aside over the years for that purpose. Budget Amendment #3 makes that change in the City Budget and the Approved CIP.

In addition to major capital improvements to its facilities, the City also performs routine maintenance on its facilities and equipment. Routine maintenance is usually reflected in the Operating Budget rather than the CIP. The FY 2002-07 Approved CIP includes a project (City Hall HVAC Modification and Cleaning) to clean ductwork. This is an operating cost, not a capital improvement. Budget Amendment #3 removes this project from the CIP and transfers it to the Operating Budget.

OTHER ALTERNATIVES CONSIDERED

Leave the Budget and CIP as adopted in June 2002.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

ATTACHMENT LIST

Resolution, including Attachments A and B to the resolution.

FISCAL NOTES

This amendment will save the General Fund \$282,500 by transferring two projects to the Facility Fund where they will be paid for using funds set aside for that purpose.

CITY OF TIGARD, OREGON

RESOLUTION NO. 02-_____

A RESOLUTION APPROVING BUDGET AMENDMENT #3 TO THE FY 2002-03 BUDGET TO TRANSFER APPROVED CAPITAL IMPROVEMENT PROJECTS BETWEEN THE GENERAL AND FACILITY FUNDS AND THE FACILITY AND FLEET/PROPERTY MANAGEMENT FUNDS AND AMENDING THE FY 2002-07 APPROVED CAPITAL IMPROVEMENT PLAN

WHEREAS, the FY 2002-03 Adopted Budget includes appropriations for capital improvement projects as presented in the FY 2002-07 Capital Improvement Plan, and

WHEREAS, the City has transferred money every year from the General Fund to the Facility Fund to pay for needed improvements to City-owned, general-purpose buildings and facilities, and

WHEREAS, the FY 2002-07 Capital Improvement Plan includes two projects to make improvements to City Hall paid for by the General Fund (Replacement of HVAC System at City Hall and Energy Conservation Improvements to City Hall), and

WHEREAS, improvements to City Hall should be paid for by the Facility Fund using monies set aside for that purpose, and

WHEREAS, the FY 2002-07 Capital Improvement Plan includes one project in the Facility Fund (City Hall HVAC Duct Work Cleaning and Modification) which is a routine maintenance item and not a capital improvement and which should be paid for by the Fleet/Property Management Fund, and

WHEREAS, it is necessary to amend the FY 2002-03 Adopted Budget and the FY 2002-07 Approved Capital Improvement Plan to ensure that all projects are properly tracked and accounted for.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1. The FY 2002-03 Adopted Budget of the City of Tigard is hereby amended as shown in Attachment A to this resolution to adjust appropriations within the General Fund, the Facility Fund, and the Fleet/Property Management Fund.

SECTION 2. The FY 2002-03 Approved Capital Improvement Plan (CIP) of the City of Tigard is hereby amended as shown in Attachment B to this resolution to transfer the Replacement of the HVAC System in City Hall Project from the General Fund to the Facility Fund and to delete the City Hall HVAC Modification and Cleaning project from the CIP.

SECTION 3. This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2002.

ATTEST:

Mayor - City of Tigard

City Recorder - City of Tigard

Attachment A
FY 2002-03
Budget Amendment #3

	FY 2002-03 Revised Budget	Budget Amendment # 3	Revised Revised Budget
General Fund			
Resources			
Beginning Fund Balance	6,643,662		6,643,662
Property Taxes	8,743,869		8,743,869
Grants	40,900		40,900
Interagency Revenues	2,388,864		2,388,864
Development Fees & Charges	193,614		193,614
Miscellaneous Fees and Charges	159,260		159,260
Fines and Forfeitures	407,530		407,530
Franchise Fees and Business Tax	2,524,167		2,524,167
Interest Earnings	234,150		234,150
Other Revenues	44,850		44,850
Transfers In from Other Funds	2,131,077		2,131,077
Total	\$23,511,943	\$0	\$23,511,943
Requirements			
Community Service Program	9,414,511		9,414,511
Public Works Program	2,511,437		2,511,437
Development Services Program	2,573,110		2,573,110
Policy & Administration Program	298,407		298,407
Program Expenditures Total	\$14,797,465	\$0	\$14,797,465
Capital Improvements	\$326,250	(\$282,500)	\$43,750
Transfers to Other Funds	\$4,566,781		\$4,566,781
Contingency	\$982,655	\$282,500	\$1,265,155
Total Requirements	\$20,673,151	\$0	\$20,673,151
Ending Fund Balance	2,838,792		2,838,792
Grand Total	\$23,511,943	\$0	\$23,511,943

Attachment A
FY 2002-03
Budget Amendment #3

	FY 2002-03 Revised Budget	Budget Amendment # 3	Revised Revised Budget
Facility Fund			
Resources			
Beginning Fund Balance	2,795,619		2,795,619
Interest Earnings	421,247		421,247
Bond Proceeds/Principal	13,000,000		13,000,000
Transfers In from Other Funds	715,746		715,746
Total	\$16,932,612	\$0	\$16,932,612
Requirements			
Capital Improvements	\$3,760,000	\$272,500	\$4,032,500
Contingency	\$562,500	(\$272,500)	\$290,000
Total Requirements	\$4,322,500	\$0	\$4,322,500
Ending Fund Balance	12,610,112		12,610,112
Grand Total	\$16,932,612	\$0	\$16,932,612

Attachment A
FY 2002-03
Budget Amendment #3

FY 2002-03 Revised Budget	Budget Amendment # 3	Revised Revised Budget
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Fleet and Property Management Fund

Resources

Beginning Fund Balance	0	0
Transfers In from Other Funds	1,009,664	1,009,664
Total	\$1,009,664	\$0 \$1,009,664

Requirements

Public Works Program	865,447	10,000	875,447
Program Expenditures Total	\$865,447	\$10,000	\$875,447
Transfers to Other Funds	\$81,972		\$81,972
Contingency	\$60,000	(\$10,000)	\$50,000
Total Requirements	\$1,007,419	\$0	\$1,007,419
Ending Fund Balance	2,246		2,246
Grand Total	\$1,009,665	\$0	\$1,009,665

Attachment B

FY 2002-03 Capital Improvement Plan Amendments

(Underlined material is new. Strike-through is deleted)

City Facilities System Program

Project	General Fund	Facility Fund	Total Project
FY 2002-03			
Replacement of HVAC System in City Hall	<u>\$262,500</u>	<u>\$262,500</u>	\$262,500
City Hall HVAC Modification and Cleaning *		<u>\$10,000</u>	<u>\$10,000</u>
Office Renovation – Burnham/Ash Building	\$43,750		\$43,750
Energy Conservation Improvements at City Hall	<u>\$20,000</u>	<u>\$20,000</u>	\$20,000
New Library Design, Land Acquisition, & Initial Construction		\$3,750,000	\$3,750,000
Total FY 2002-03			
	<u>\$326,500</u>	<u>\$3,760,000</u>	<u>\$4,086,250</u>
	<u>\$43,750</u>	<u>\$4,032,500</u>	<u>\$4,076,250</u>

* This project is to be removed from the CIP, but is added back in the Operating Budget in the Property Management Division of the Public Works Program.

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Revision to City Wide Personnel Policies, Article 61.0, Reporting of Vehicular and/or Occupational Accidents

PREPARED BY: Sandy Zodrow DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the Council adopt a revision to the City wide Personnel Policies, Article 61.0, Reporting of Vehicular and/or Occupational Accidents, to include the language "...or Tigard's Urban Growth Boundaries..."

STAFF RECOMMENDATION

Adopt the revision to the City wide Personnel Policies, Article 61.0, Reporting of Vehicular and/or Occupational Accidents as proposed in Attachment A

INFORMATION SUMMARY

Currently Article 61.0 of the City wide Personnel Policies states that should a vehicular accident occur within Tigard's City limits when an employee is using either a personal or city owned vehicle to conduct City business, they must report the accident immediately to their supervisor/Police Department. Since the City has numerous staff that spend considerable time in the Urban Services Area, especially on Bull Mountain, it was suggested that an accident that occurs within Tigard's Urban Growth Boundaries should also be reported to the supervisor/Police Department. This amendment modifies the policy to include that geographical area.

OTHER ALTERNATIVES CONSIDERED

Not applicable

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Not applicable

ATTACHMENT LIST

1) Attachment A, Article 61.0, Reporting of Vehicular and/or Occupational Accidents, City wide Personnel Policies, 2) Resolution Amending City wide Personnel Policies, Article 61.0, Reporting of Vehicular and/or Occupational Accidents.

FISCAL NOTES

This is a procedural issue, without impact to the City budget

PERSONNEL POLICIES

No. 61.0

Pg. 1 of 1

REPORTING OF VEHICULAR AND/OR OCCUPATIONAL ACCIDENTS

Whenever a vehicular accident occurs involving a City owned vehicle or a personal vehicle if the employee is using the vehicle while on City business, the accident must be reported immediately to the employee's supervisor, and, if within the City limits [or Tigard's Urban Grown Boundaries](#), to the Tigard Police Department.

Further information and procedures related to this policy are contained in the City of Tigard's Risk Management manual.

CITY OF TIGARD, OREGON

RESOLUTION NO. 02-_____

A RESOLUTION AMENDING CITY WIDE PERSONNEL POLICIES, ARTICLE 61.0, REPORTING OF VEHICULAR AND/OR OCCUPATIONAL ACCIDENTS

WHEREAS, Article 61.0, Reporting of Vehicular and/or Occupational Accidents, City wide Personnel Policies, requires reporting of accidents occurring within the Tigard City limits by employees using personal or City owned vehicles to conduct City business.

WHEREAS, City staff regularly conduct City business within the Tigard Urban Growth Boundary, which lies outside of the City limits,

WHEREAS, the City wishes to require reporting of vehicular accidents by employees using personal or City owned vehicles to conduct City business within both the Tigard City limits and the Urban Growth Boundary,

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1. Article 61.0, Reporting of Vehicular and/or Occupational Accidents, City Wide Personnel Policies, is amended to read:

“ Whenever a vehicular accident occurs involving a City owned vehicle or a personal vehicle if the employee is using the vehicle while on City business, the accident must be reported immediately to the employee’s supervisor, and, if within the City limits or Tigard’s Urban Growth Boundary, to the Tigard Police Department. Further information and procedures related to this policy are contained in the City of Tigard’s Risk Management Manual.”

SECTION 2. This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2002.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

RESOLUTION NO. 02 - ____

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Award Annual Contracts for Office Supplies to Office Depot and Boise Cascade.

PREPARED BY: Terry Muralt, Buyer DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Award annual contracts for office supplies to Office Depot and Boise Cascade by “piggy-backing” off of the Oregon State University contract. The term of the contracts would be for one-year with the option to renew for up to four additional one-year extensions.

STAFF RECOMMENDATION

That the Local Contract Review Board (LCRB), by motion approve award of the annual office supply contracts with Office Depot as the primary vendor and Boise Cascade as the secondary vendor for the purchase of office supplies and authorize the City Manager to sign the contracts.

INFORMATION SUMMARY

Currently the City is “piggy-backing” off the TriMet office supply contract. The TriMet contract is expiring so the City needed to review the options available for the purchasing of office supplies. It is more cost-effective for the City to “piggy-back” off an existing contract because of the time it would take for the City to conduct an independent bid process. Another benefit in utilizing an existing contract is the buying power that the larger agencies have in obtaining a better price. The City’s annual usage for office supplies is approximately \$77,000.

The City has looked at three different contracts available to “piggy-back”, City of Portland, State of Oregon and Oregon State University. After completing a cost analysis it was determined that utilizing the Oregon State University contracts with Office Depot as the primary vendor and Boise Cascade as a secondary vendor would be more cost-effective than the other contracts available. Under the proposed contracts, the City could realize a 7.58% decrease in office supply expense from the current contract.

ORS 279.015(1)(g) Allows the City to utilize an existing contract from another agency that has been let by competitive bidding and has the cooperative language in the contract. All of the above contracts mentioned meet this rule.

OTHER ALTERNATIVES CONSIDERED

Although there are two other contracts that could be utilized by the City, when the costs are compared, the contract that Oregon State University has with Office Depot and Boise Cascade would be approximately 7.58% more cost effective.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

None

ATTACHMENT LIST

Attachment One – City contract with Office Depot and copy of Oregon State University contract.

Attachment Two – City contract with Boise and copy of Oregon State University contract.

FISCAL NOTES

The funds for this are already budgeted and approved in each Department. There is no need for additional funding.

**“ATTACHMENT ONE”
PURCHASE AGREEMENT WITH OFFICE DEPOT**



**CITY OF TIGARD, OREGON
Purchase Agreement
For
Stockless Office Supplies**

THIS AGREEMENT made and entered into this _____ of _____, 2002 by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called City, and Office Depot, hereinafter called Seller.

RECITALS

- a. Whereas, Seller has submitted a proposal to Oregon State University for the sale of certain goods; and
- b. Whereas, City, as a public entity, has the authority to contract with Seller under the Cooperative Purchasing terms and conditions set forth in Oregon State University Agreement #L837202Pb with Seller;
- c. Therefore, City and Seller wish to enter into a contract under which City shall purchase the goods and services described in Seller's original proposal.

AGREEMENT: The parties agree:

1. **GOODS TO BE PROVIDED:**

City shall purchase electrical services and data wiring trade services from Seller in accordance with, and in precedent order:

- a. The terms and conditions set forth in this Agreement;
- b. The original Seller's proposal, submitted to Oregon State University, attached hereto as Exhibit A and incorporated by this reference;
- c. The original Oregon State University RFP No. L837202P and specifications (including any addenda) attached hereto as Exhibit B and incorporated herein by this reference; and
- d. The City's Standard Terms and Conditions attached hereto as Exhibit C and incorporated by this reference.

2. **EFFECTIVE DATE AND DURATION:**

This Agreement shall become effective upon the date of execution by the City's Local Contract Review Board and shall expire, unless otherwise terminated or extended, on date. All goods under

this Agreement shall be delivered and completed prior to the expiration of this Agreement. The City shall also retain the rights to four (4) one-year contract extensions upon award of the Agreement.

3. COMPENSATION:

- a. City hereby agrees to pay Seller the amounts detailed in the Seller's original proposal, see Exhibit B, for the goods ordered as needed. The total purchase price shall be considered payment for all Sellers' obligations described in this agreement. Seller shall invoice City the purchase price upon the delivery of the goods. City shall have thirty (30) days after receipt of invoice in which to make payment. Seller shall be responsible for the payment of all taxes associated with the sale of the goods. City is exempt from the payment of Federal Excise Tax.
- b. The City's estimated annual expenditures for office supplies is \$55,000.
- c. Seller shall promptly advise City of all reasonably available technological advances that are known or become known to Seller while this agreement is in effect which may result in the goods having added value, capacity, or usefulness when used for City's purpose. If Seller intends to provide goods incorporating technological advances and still meeting the specifications and the City's needs at no additional charge, Seller shall provide City with 30 days' notice of the proposed change. The City may require that only goods not incorporating the changes be supplied by providing written notice to seller within 5 days of receiving the notice of the proposed change. Any other changes incorporating technological advances shall only be approved as an amendment to this agreement.
- c. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. DELIVERY:

Seller shall deliver the goods in accordance with the schedule set forth in the contract documents after receipt of City's order. Seller agrees to provide goods as specified in Exhibit A.

City shall inspect the goods upon receipt and shall notify Seller immediately of any damaged items.

No language contained in a purchase order, work order, or delivery order shall vary, amend, modify, or add terms or conditions to this Agreement under which the order is placed.

5. INSTALLATION:

Unless the Specifications (Exhibit A) or the proposal (Exhibit B) require installation by Seller, the City shall install the goods purchased under this agreement. If Seller is to install the goods, installation shall be completed same day as delivery. Any installation by Seller shall be in accordance with the provision of this agreement, including all Exhibits.

6. TESTING AND ACCEPTANCE:

Seller shall test the goods prior to delivery. Seller's tests shall determine whether the goods meet Seller's specifications and are fit for the purpose intended. Acceptance or rejection of the goods

purchased shall occur 10 days after delivery and inspection by Buyer. Failure to inspect and accept or reject goods shall neither relieve Seller from responsibility for such goods, which do not meet the requirements in this Agreement nor impose liability on Buyer.

7. **RISK OF LOSS:**

Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer.

8. **ASSIGNMENT/DELEGATION:**

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

9. **SUBMITTING BILLS AND MAKING PAYMENTS.**

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD

Attn: Joseph Barrett, Buyer
13125 SW Hall Blvd.
Tigard, Oregon 97223

Business Phone: (503) 639-4171 Ext. 2477

Business Fax: (503) 639-1471

Email Address: joseph@ci.tigard.or.us

OFFICE DEPOT

Attn: Paul Teipel, Account Manager
5885 North Basin Avenue
Portland, Oregon 97217

Business Phone: (800) 799-0102 Ext. 521

Business Fax: (888) 438-0102

Email Address: pteipel@officedepot.com

10. **TERMINATION**

City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Seller. If City terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.

11. **ACCESS TO RECORDS:**

City shall have access to such books, documents, papers and records of Seller as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

12. **FORCE MAJEURE:**

Neither City nor Seller shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subseller or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

13. **NON-DISCRIMINATION:**

Seller agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Seller also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. **WARRANTY AGAINST DEFECTS:**

Seller warrants that the goods shall remain free of defects in material and workmanship for a period of one (1) year commencing the date of City's acceptance. Such defects shall include any failure of the goods to meet Seller's specifications or the description contained in Seller's product literature. If within the warranty period City discovers such a defect, Seller shall repair or replace the defective item or component free of charge. If after three attempts Seller is unable to eliminate a defect, or if Seller does not commence the warranty work within the time allowed in this paragraph, City shall have the right to return the defective item or component and, at City's option, either obtain a full refund of the purchase price of the goods or obtain a refund, in an amount to be agreed upon by the parties, of the portion of the purchase price of the goods that is allocable to the defective item or component. Seller shall commence all warranty work within 48 hours of receiving notice of the warranty claim. All warranty work shall be performed at City's facilities unless otherwise agreed by the parties. If warranty work is performed at Seller's facilities, Seller shall pay all shipping costs, including the cost of return shipment. This warranty shall apply to all repair parts furnished by Seller and all repairs performed by Seller.

15. **INTELLECTUAL PROPERTY WARRANTY:**

Seller warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights City's use of the equipment is enjoined, Seller shall at no cost to City either obtain for City a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Seller cannot obtain such a license and cannot so modify the equipment, Seller shall promptly refund to City the purchase price, less a reasonable amount for depreciation.

16. **MAINTENANCE SERVICES:**

Unless otherwise provided in the Specifications (Exhibit A) or the Proposal (Exhibit B), the City shall have the right to maintain the goods purchased under this Agreement. Repairs or replacement of parts by the City or its agents or maintenance contractors shall not alter or void any warranties for equipment or goods purchased under this contract.

If provided for in the Specifications (Exhibit A) or the Proposal (Exhibit B), Seller shall provide maintenance services for a 1-year period commencing on the date of delivery under the guidelines established in the Specifications (Exhibit A). All maintenance services shall be performed on City's premises, unless otherwise agreed by the parties. Seller shall provide substitute equipment of equal quality and function for City's use if the maintenance services will exceed 1 day in duration. City may terminate Seller's maintenance services at any time without cause upon the delivery of written notice. In the event of such termination, Seller's other obligations under this Agreement shall remain unchanged and Seller shall promptly refund to City all amounts prepaid for maintenance services and unused.

17. ASSIGNMENT OF MANUFACTURER'S WARRANTIES:

Seller hereby assigns all warranties of the manufacturers of components of the goods to City to the extent such warranties are assignable. In the event Seller must obtain the consent of the manufacturer or take other action before any such warranties are assignable, Seller shall do so prior to delivery.

18. INDEMNITY/HOLD HARMLESS:

Seller shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Seller or its subsellers, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

19. INSURANCE:

Commercial General Liability Insurance: If Seller will be installing or testing the goods, or otherwise performing services on City's premises, Seller shall provide a certificate indicating that Seller has commercial general liability insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance. Coverage will include \$1,000,000 per occurrence and \$2,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days prior to cancellation. If Seller hires a subseller to perform services on City's premises, Seller shall ensure that Seller's subseller complies with this paragraph.

Business Automobile Liability Insurance: If Seller will be delivering the goods, Seller shall provide City a certificate indicating that Seller has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Seller hires a carrier to make delivery, Seller shall ensure that said carrier complies with this paragraph.

Workers' Compensation Insurance: The Seller, its subsellers, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Sellers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

Certificates of Insurance: As evidence of the insurance coverage required by the contract, the Seller shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.

20. ATTORNEY'S FEES:

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Seller shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subsellers and income tax withholding contained in ORS Chapter 279, the provisions of which are hereby made a part of this agreement.

22. CONFLICT BETWEEN TERMS:

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

23. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. COMPLETE AGREEMENT:

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and any other exhibit, Exhibit A shall control. In the event of an inconsistency between Exhibit C and Exhibit B, Exhibit B shall control. No modification of this Agreement shall

be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Seller, by the signature of its authorized representative, hereby acknowledges that Seller has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Seller has executed this Agreement on the date hereinabove first written.

CITY OF TIGARD

Approved by Tigard's Local Contract Review Board on: _____

By: City Manager

Date

SELLER

By: Company Name

Print Name & Title of Authorized Representative

Signature

Date

EXHIBIT 'A'

SELLER'S PROPOSAL

EXHIBIT 'B'

**OREGON STATE UNIVERSITY
REQUEST FOR PROPOSAL
L837202P**

EXHIBIT C

CITY OF TIGARD (Buyer) STANDARD TERMS AND CONDITIONS

1. **Packing & Shipment.** Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. Buyer's Order number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed on the reverse side of this Agreement, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. **Warranty.** Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. **Inspection and Acceptance.** At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.

If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller from its responsibilities for delivering products and work hereunder.

Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefor.
4. **Delivery.** If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early.

Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Seller shall notify Buyer in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. **Buyer-Furnished Materials.** Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.

6. Taxes. Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. Changes. Buyer may, by written order, make changes including changes in drawings or specifications. Buyer will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. ANY CLAIM BY SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED.
- In the event that Buyer proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.
8. Advertising. Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.
9. Cancellation for Cause. Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.
10. Termination. City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Seller. If City terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.
11. Assignment and Subcontracting. Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. Work on Buyer's Premises. If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Buyer, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than \$300,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance of employees as may be required by any workmen's compensation act or other law, regulation or ordinance which may apply in the premises. Such public liability and property damage insurance shall also cover the operation of Seller's vehicles used in the performance of Seller's operations. Any policy of insurance written in accordance with the foregoing shall be appropriately endorsed to named Buyer, its officials, employees and agents as additional insureds, with provisions that such insurance is primary insurance with respect to their interest, and that any other insurance maintained by Buyer is excess and not contributory insurance with the insurance required hereunder, with cross-liability or severability of interest provisions, and

shall further provide that the coverage provided thereby shall not be modified or discontinued or terminated except upon 30 days prior written notice to Buyer. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer's premises must be done pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Seller.

13. Stop Work Order. Buyer may, at any time by written order to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.

14. Payment. Payment date and cash discount period shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer's acceptance of the products and supporting documentation at destination.

15. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.

16. Compliance with Laws and Regulations. Seller warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing.

Seller shall indemnify Buyer, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the Buyer of any Item covered by this Order.

17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder, which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Seller's sole expense to remove such infringement.

Seller will indemnify and hold harmless Buyer, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Seller or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.

18. Waiver. The failure of Buyer to enforce at any time any of the provisions of this Order or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Order or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

19. Independent Contractor. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.
20. Complete Agreement. The Purchase Order and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.
21. Acceptance by Performance. If Seller fails provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.
22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Washington, shall be authorized to appoint a mediator for the parties. Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Washington County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Washington County to select the arbitrator. If the arbitrators determine that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrators determine that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this order or the arbitration.
23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this order may be heard, both at trial and on appeal.
24. Neutral Interpretation. This order constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.
25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.
26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.
- Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this order, or addressed

to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.

27. Conditions of Supplying a Public Agency. Where applicable, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the industrial accident fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
28. Payment of Claims by Public Officers. In the event that Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.
29. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.
30. Hours of Labor. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279.050, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279.334. In cases of contracts for personal services as defined in ORS 279.050, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
31. Medical Care and Workers' Compensation. Seller shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

Office of Property, Contract, and Risk Management Services – Purchasing



Oregon State University
644 SW 13th Street
Corvallis, Oregon 97333-4238
Telephone: 541-737-4261 Fax: 541-737-2170

Contract number **L837202Pb** is made and effective July 23, 2002, by and between The State of Oregon acting by and through the State Board of Higher Education, on behalf of **Oregon State University (OSU)** and **Office Depot (Contractor)**.

Contractor will provide a Stockless Office Supply Program to OSU as detailed in Appendix 1 – Scope of Work.

Definitions:

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions; solicitation instructions; solicitation addenda and contract amendments, if any; the contractor's proposal; and the purchase order or price agreement document;

"Contractor" means a person or organization with whom OSU has contracted for the provision of the service or services under this contract. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous;

"Department" means any institution, institution department or other political subdivision (as authorized) which is party to the contract.

"OARS" means the Administrative Rules adopted by the State of Oregon Board of Higher Education.

"ORS" means the Oregon Revised Statutes;

"OSU" means Oregon State University and is synonymous with "Buyer" as used in ORS Chapter 12. "OSU" also mean other parties to the contract if the purchase is being made under a cooperative agreement.

"OSU Purchasing Department" means the Purchasing Department of the Property Management Department of Oregon State University.

Term of Contract: The initial term of this contract shall be one (1) year from date of complete contract execution with possible extensions not to exceed 7 years, beginning on award date of Contract.

Termination: The contract may be terminated by

mutual consent of both parties or at OSU's discretion with a 30-day notice.

Prime Contractor Responsibilities: Unless otherwise stated in this Contract, Contractor shall assume responsibility for all services contracted for, regardless of whether Contractor is a bidder or the manufacturer, producer, or supplier of the services.

Performance: OSU reserves the right to cancel the contract with 30 days notice to contractor if OSU deems, in its own judgment, that the contractor fails to meet the expectations of this contract as evidenced by a significant number of complaints from faculty or staff. Examples of failure to meet expectations may include, but are not limited to: inaccurate billings, or a high turnover rate of customer service representatives.

Failure to Perform Remedy: If Contractor fails to perform any material obligation under this Contract, and 30 calendar days after receipt of written notice describing with reasonable particularity the character of the default Contractor has not cured the failure, then OSU may terminate the contract without additional cause.

Liquidated Damages: If OSU determines that the Contractor has been using false or overstated cost for goods sold, or if Contractor has used a false or overstated mark-up for the goods sold, OSU may impose a fine on the Contractor based on ten times (10 x) the difference between what was charged and what should have been charged for every unit purchased by OSU prior to the error being uncovered.

Independent Contractor Status: The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

Retirement System Status: Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

Government Employment Status:

A. If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.

B. Contractor certifies it is not an employee of OSU.

Assignment/Subcontract/Successors: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the OSU Purchasing Department. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to OSU under the contract as if no such assignment, transfer, or subcontract had occurred.

Award to Foreign Contractor: If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. OSU shall withhold final payment under this contract until Contractor has met this requirement.

Waiver: Failure of OSU to enforce any provision of the contract shall not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

Successors in Interest: The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective permitted successors and assigns.

Severability: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Access To Records: The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. OSU and its departments, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books,

documents, papers, plans and writings of Contractor which relate to this contract, to perform examination, and audits and make excerpts and transcripts.

Taxes - Federal and Local: OSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

Nondiscrimination: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Compliance With Applicable Laws: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279.312, 279.314, and 279.316 (1), and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Governing Law: This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the state of Oregon. Provided, however that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the State of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

Attorney Fees: In the event a lawsuit of any kind is instituted on behalf of OSU to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge for reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

Amendments: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the OSU Purchasing Department.

Merger: This contract constitutes the entire contract between the parties. There are no understandings, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto

of its authorized representative, acknowledges having read and understood the contract and contractor agrees to be bound by its terms and conditions.

INSURANCE REQUIREMENTS

Indemnity/Responsibility For Damages: Contractor shall indemnify, defend and hold harmless Oregon State University, its officers, departments, agents, employees and members, from all claims, suits or actions, of any nature, resulting from the activities of contractor, its officers, subcontractors, agents or employees under this purchase order or contract.

Comprehensive Auto Liability Insurance And General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this purchase order or contract, Comprehensive Auto Liability and General Liability Insurance. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Contractual, product and completed operations liability combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable. Oregon State University and the Oregon State System of Higher Education, their officers, employees and agents shall be included as additional insured in said insurance policy.

Workers' Compensation: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall either comply with ORS

656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or shall comply with the exemption set out in ORS 656.126.

Primary Coverage: Insurance carried by contractor under this purchase order or contract shall be the primary coverage and Oregon State University's insurance is excess and solely for damages or losses for which Oregon State University is responsible.

Certificates Of Insurance: As evidence of the insurance coverages required by this contract, the Contractor shall furnish Certificate(s) of Insurance to Oregon State University, Purchasing Department, upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

Notice Of Cancellation Or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to Oregon State University, Purchasing Department. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, its Board of Higher Education and their divisions, officers, and employees.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

The State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon State University

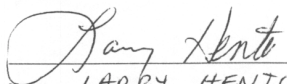
By: 

Aaron D. Howell, C.P.M., CPPO

Purchasing Manager/Contracts Officer

Date: 7/23/02

Contractor


Name: LARRY HENTO

Title: ACCOUNT MANAGER

Date: 7/23/02

Appendix 1

SCOPE OF WORK

Usage:

- Other OUS institutions, municipalities, and other organizations shall be able to use this Contract with the approval of OSU and the Contractor as long as usage will not negatively impact OSU's pricing.

Contractor will provide the following services:

Implementation including:

- Working with OSU to set up account.
 - Billing & Reporting
 - Credit Services
 - Product Purchasing & Replenishment
 - Warehouse Operations & Distribution
 - Strategic & Tactical Field Support
 - Customer Service Support
 - Internet Set Up
- Introduction of program to OSU customers
- Initial training of customers at no expense to OSU
- Distribution of catalogs and pricers

Customer Service including:

- Assigning an Account Manager to OSU.
- Responding to customer issues within 4 hours of initial contact
- On-going customer training on an "as needed" basis
- Attending quarterly review sessions with the OSU Contract Administrator.
- Attending OSU's annual Merchant Expo (usually held in May) and providing a \$1000.00 lunch sponsorship for that event

On-line Capabilities including:

- Catalog shopping
- Ordering
- Reporting
- Technical Assistance
- Secure communications via the Internet.

Stable Pricing:

- Price changes will be allowed at semi-annual intervals after Contractor submits a written request to the Contract Administrator. Request for price changes must be received at least 21 days prior to the proposed effective date. Prices may only be changed after the Contract Administrator gives Contractor written approval.
- Pricing will be subject to a third party audit at Contractor's expense no more than once a year.
- Accurate pricing is guaranteed.

Easy Ordering Processes:

- If pricing changes, custom pricers will be updated and distributed to OSU customers
- Catalogs will be provided and distributed annually
- There will be multiple methods of ordering including:

- Phone
- Fax
- Internet
 - Contractor will work with OSU to provide incentives to attract customers to use this method of placing orders.
- Store purchases with use of OSU/Office Depot contract card
- Contractor will provide a fill rate that exceeds 98%.
- Specific items or groups of items may be restricted from products that are available for purchase by OSU Customers.
- Backorders will be reported to the customers quickly. Customers will be given a choice of canceling, substituting, or keeping the backordered items on order. In the case of discontinued items, customers may select a comparable item or cancel.

Eco-friendly packaging:

- Packaging materials will be reusable, returnable, or recyclable and in the smallest sized container possible to allow products to be delivered without damage. Orders for each delivery point will be packed individually with shipping labels that include the following:
 - Department name
 - Section or Unit name (if available)
 - Location
 - Customer's name
 - Order number
 - Number of packages
- Maximum Carton weight will not exceed 45 pounds. Paper products packaged in standard cases exceeding 45 pounds are excluded from this limit, but should not exceed 75 pounds.

Free shipping for products:

- There will be no freight expense to OSU for products shown in the full-line catalog. There may be an occasional freight charge for special order merchandise. Customers will be informed of the charges in advance of delivery.

Delivery of Products:

- Orders will be delivery between 9:00 and 5:00, Monday through Friday on the next business day after the order is received, if the order is placed by 4:00 PM.
- Orders will be delivered to statewide programs in every county in Oregon. No freight charges will be added to the order.
- Special Delivery Points can be accommodated on request.
- Contractor will use a signature tracking and reporting system "OD S.T.A.R." as a way to provide proof of delivery.
- Packing slips will accompany each order and show actual invoice pricing.

Cures for Rejected Products:

- Contractor will guarantee everything sold to OSU.
- Returns will be handled by placing a call to the Contractor's Customer Service Department and giving a brief description of the reason for the return/credit. Internet users may place their own returns. Products will be picked up within 5 working days.
- Products can be returned for full credit within 30 days from the date of purchase. With the exception of damaged or defective items, products must be returned in resalable condition and in the original manufacturer's packaging where applicable.
- Damaged or defective products will be replaced at no charge.
- There will be no restocking charges for stocked items.

Eco-friendly products:

- Contractor will offer a full line of eco-friendly products to OSU. Products are clearly marked in the catalog.

- Contractor will increase the number of Environmentally Preferable Products by at least five percent (5%) over the next year and by at least five percent (5%) in the year that follows.
- Contractor will work with OSU to establish programs to achieve OSU's recycling goals for printer ribbons and toner cartridges.
- Contractor's catalog will be recyclable and the printer will be made of 100% recycled material.

Supplier Diversity:

- Contractor's catalog will indicate products that are offered by minority-owned, women owned, and physically challenged business enterprises (MWDVE).

Additional Services:

- Paper Program
 - The default copier and printer paper for OSU will be Office Depot Red Top copy paper (348-037).
 - Price per ream = \$2.08
 - Price per case = \$20.79
 - Price per pallet = \$824.00
- Furniture
 - Stock items in catalog will be available at contract pricing
 - Special order items from such manufacturers as HON, Global, Teknion, United Chair, etc. will be quoted per project as needed. A furniture account manager is able to coordinate space planning and installation services.
- Other Services
 - Provision of Business Machines, Computer Supplies, & Accessories

Self-Management:

- Contractor will collect information regarding customer satisfaction and report findings to OSU during quarterly business reviews. Methods to be used are as follows:
 - Surveys to customers regarding satisfaction with service and processes

Performance Audit:

- Contractor will work with OSU to conduct periodic performance audits in all areas of services required of this Contract (e.g., delivery, fill rate, customer representatives) throughout the term of the Contract.
- Contractor will partner with OSU to ensure that the office supply distribution system operates well.

Reporting required for quarterly review and annual renewals:

- Reports can be sorted up to 6 levels using a combination of fields including customer number, customer product code, customer department number, Contractor product code; catalog vs. non-catalog products, contract vs. non-contract products, end-user name or desktop location, Contractor merchandise department, parent number if usage is rolled up by groups, Customer requisition number, ship to or location number, Contractor product categories, purchase order number, or product description.
- Media choices for reports are: paper, diskette, tape, and EDI.
- Available formats include, but are not limited to:
 - Usage Reporting
 - Cost Savings Opportunity Reporting
 - Distribution Cost Reporting
 - Administrative Cost Reporting
 - Product Reporting
- General account and order information will be available via the Internet for a period of 18 months
 - OSU will designate end-users that will have access to online reporting

- Reports will be available electronically in Excel format via e-mail within 24 hours.

Administrative Fee:

- Contractor will make payments to OSU Purchasing Department equal to one percent of the total sales, based on data compiled by the Contractor and supplied to OSU. These payments will be made quarterly in arrears, with the first payment due at the first quarterly business review meeting.

Invoicing and Payment:

- Send invoices to branch offices when required. Invoice will contain the following information as required by the customer:
 - Agency/Account number
 - Cost Center – Alpha and/or numeric field designated by order organization for internal audit control, if used
 - Ordering Organization – Delivery address of customer.
 - Stock Number and Description – Includes unit of issue, brief description
 - Quantity issues, unit price and extended price
 - Shipping code – Unique alpha codes(s), or complete description, to identify the following conditions
 - Item is temporarily out of stock, will ship later
 - Discontinued item
 - Insufficient stock to fill entire order, please reorder. Note: A back-order should be established if an ordering organization requests it.
 - Ordering Number
 - Contractor's order document number
 - Method of order submission
 - Facsimile, Mail, Phone, Electronic, or Other
 - Date Contractor received order
 - Totals
 - Total for each order
 - Total for each cost center, if multiples are used on the same order
 - Total charges for ordering organization. The bottom of each invoice shall have a total for all orders, a total for all credits, and amount due.
- Work with OSU Payables to become a part of the Central Pay program.
- Payment Terms will be Net 60.

Pricing:

- All items in the Contractor's catalog, as well as infrequently ordered items which are not contained in the Contractor's catalog, but that are within the scope of this Contract, shall be considered part of this Contract. The Contractor will use a 21.9% or lower mark-up over suppliers cost as the basis for pricing on all catalog and non-catalog items.

For clarification of any ambiguities in the above Scope of Work, reference OSU RFP # L837202P and Contractor's proposal, which are incorporated herein by reference.

**“ATTACHMENT TWO”
PURCHASE AGREEMENT WITH BOISE ”**



**CITY OF TIGARD, OREGON
Purchase Agreement
For
Stockless Office Supplies**

THIS AGREEMENT is made and entered into this _____ of _____, 2002 by and between the CITY OF TIGARD, a municipal corporation of the State of Oregon, hereinafter called City, and Boise, hereinafter called Seller.

RECITALS

- a. Whereas, Seller has submitted a proposal to Oregon State University for the sale of certain goods; and
- b. Whereas, City, as a public entity, has the authority to contract with Seller under the Cooperative Purchasing terms and conditions set forth in Oregon State University Agreement #L837202P(1) with Seller;
- c. Therefore, City and Seller wish to enter into a contract under which City shall purchase the goods and services described in Seller's original proposal.

AGREEMENT: The parties agree:

1. **GOODS TO BE PROVIDED:**

City shall purchase electrical services and data wiring trade services from Seller in accordance with, and in precedent order:

- a. The terms and conditions set forth in this Agreement;
- b. The original Seller's proposal, submitted to Oregon State University, attached hereto as Exhibit A and incorporated by this reference;
- c. The original Oregon State University RFP No. L837202P and specifications (including any addenda) attached hereto as Exhibit B and incorporated herein by this reference; and
- d. The City's Standard Terms and Conditions attached hereto as Exhibit C and incorporated by this reference.

2. **EFFECTIVE DATE AND DURATION:**

This Agreement shall become effective upon the date of execution by the City's Local Contract Review Board and shall expire, unless otherwise terminated or extended, on June 30, 2003. All

goods under this Agreement shall be delivered and completed prior to the expiration of this Agreement. The City shall also retain the rights to four (4) one-year contract extensions upon award of the Agreement.

3. COMPENSATION:

- a. City hereby agrees to pay Seller the amounts detailed in the Seller's original proposal, see Exhibit B, for the goods ordered as needed. The total purchase price shall be considered payment for all Sellers' obligations described in this agreement. Seller shall invoice City the purchase price upon the delivery of the goods. City shall have thirty (30) days after receipt of invoice in which to make payment. Seller shall be responsible for the payment of all taxes associated with the sale of the goods. City is exempt from the payment of Federal Excise Tax.
- b. The City's estimated annual expenditures for office supplies is \$55,000.
- c. Seller shall promptly advise City of all reasonably available technological advances that are known or become known to Seller while this agreement is in effect which may result in the goods having added value, capacity, or usefulness when used for City's purpose. If Seller intends to provide goods incorporating technological advances and still meeting the specifications and the City's needs at no additional charge, Seller shall provide City with 30 days' notice of the proposed change. The City may require that only goods not incorporating the changes be supplied by providing written notice to seller within 5 days of receiving the notice of the proposed change. Any other changes incorporating technological advances shall only be approved as an amendment to this agreement.
- c. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

4. DELIVERY:

Seller shall deliver the goods in accordance with the schedule set forth in the contract documents after receipt of City's order. Seller agrees to provide goods as specified in Exhibit A.

City shall inspect the goods upon receipt and shall notify Seller immediately of any damaged items.

No language contained in a purchase order, work order, or delivery order shall vary, amend, modify, or add terms or conditions to this Agreement under which the order is placed.

5. INSTALLATION:

Unless the Specifications (Exhibit A) or the proposal (Exhibit B) require installation by Seller, the City shall install the goods purchased under this agreement. If Seller is to install the goods, installation shall be completed same day as delivery. Any installation by Seller shall be in accordance with the provision of this agreement, including all Exhibits.

6. TESTING AND ACCEPTANCE:

Seller shall test the goods prior to delivery. Seller's tests shall determine whether the goods meet Seller's specifications and are fit for the purpose intended. Acceptance or rejection of the goods purchased shall occur 10 days after delivery and inspection by Buyer. Failure to inspect and accept or reject goods shall neither relieve Seller from responsibility for such goods, which do not meet the requirements in this Agreement nor impose liability on Buyer.

7. RISK OF LOSS:

Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer.

8. ASSIGNMENT/DELEGATION:

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

9. SUBMITTING BILLS AND MAKING PAYMENTS.

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD

Attn: Joseph Barrett, Buyer
13125 SW Hall Blvd.
Tigard, Oregon 97223

Business Phone: (503) 639-4171 Ext. 2477
Business Fax: (503) 639-1471
Email Address: joseph@ci.tigard.or.us

BOISE

Attn: Jess Matza, Account Executive
4660 North Channel Avenue
Portland, Oregon 97217

Business Phone: 503-286-8800
Business Fax: 503-283-1494
Email Address: jess.matza@mail.bcop.com

10. TERMINATION

City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Seller. If City terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.

11. ACCESS TO RECORDS:

City shall have access to such books, documents, papers and records of Seller as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

12. FORCE MAJEURE:

Neither City nor Seller shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subseller or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

13. NON-DISCRIMINATION:

Seller agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Seller also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. WARRANTY AGAINST DEFECTS:

Seller warrants that the goods shall remain free of defects in material and workmanship for a period of one (1) year commencing the date of City's acceptance. Such defects shall include any failure of the goods to meet Seller's specifications or the description contained in Seller's product literature. If within the warranty period City discovers such a defect, Seller shall repair or replace the defective item or component free of charge. If after three attempts Seller is unable to eliminate a defect, or if Seller does not commence the warranty work within the time allowed in this paragraph, City shall have the right to return the defective item or component and, at City's option, either obtain a full refund of the purchase price of the goods or obtain a refund, in an amount to be agreed upon by the parties, of the portion of the purchase price of the goods that is allocable to the defective item or component. Seller shall commence all warranty work within 48 hours of receiving notice of the warranty claim. All warranty work shall be performed at City's facilities unless otherwise agreed by the parties. If warranty work is performed at Seller's facilities, Seller shall pay all shipping costs, including the cost of return shipment. This warranty shall apply to all repair parts furnished by Seller and all repairs performed by Seller.

15. INTELLECTUAL PROPERTY WARRANTY:

Seller warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights City's use of the equipment is enjoined, Seller shall at no cost to City either obtain for City a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Seller cannot obtain such a license and cannot so modify the equipment, Seller shall promptly refund to City the purchase price, less a reasonable amount for depreciation.

16. MAINTENANCE SERVICES:

Unless otherwise provided in the Specifications (Exhibit A) or the Proposal (Exhibit B), the City shall have the right to maintain the goods purchased under this Agreement. Repairs or replacement of parts by the City or its agents or maintenance contractors shall not alter or void any warranties for equipment or goods purchased under this contract.

If provided for in the Specifications (Exhibit A) or the Proposal (Exhibit B), Seller shall provide maintenance services for a 1-year period commencing on the date of delivery under the guidelines established in the Specifications (Exhibit A). All maintenance services shall be performed on City's premises, unless otherwise agreed by the parties. Seller shall provide substitute equipment of equal quality and function for City's use if the maintenance services will exceed 1 day in duration. City may terminate Seller's maintenance services at any time without cause upon the delivery of written notice. In the event of such termination, Seller's other obligations under this Agreement shall remain unchanged and Seller shall promptly refund to City all amounts prepaid for maintenance services and unused.

17. ASSIGNMENT OF MANUFACTURER'S WARRANTIES:

Seller hereby assigns all warranties of the manufacturers of components of the goods to City to the extent such warranties are assignable. In the event Seller must obtain the consent of the manufacturer or take other action before any such warranties are assignable, Seller shall do so prior to delivery.

18. INDEMNITY/HOLD HARMLESS:

Seller shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Seller or its subsellers, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

19. INSURANCE:

Commercial General Liability Insurance: If Seller will be installing or testing the goods, or otherwise performing services on City's premises, Seller shall provide a certificate indicating that Seller has commercial general liability insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance. Coverage will include \$1,000,000 per occurrence and \$2,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days prior to cancellation. If Seller hires a subseller to perform services on City's premises, Seller shall ensure that Seller's subseller complies with this paragraph.

Business Automobile Liability Insurance: If Seller will be delivering the goods, Seller shall provide City a certificate indicating that Seller has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Seller hires a carrier to make delivery, Seller shall ensure that said carrier complies with this paragraph.

Workers' Compensation Insurance: The Seller, its subsellers, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Sellers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

Certificates of Insurance: As evidence of the insurance coverage required by the contract, the Seller shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.

20. ATTORNEY'S FEES:

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Seller shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subsellers and income tax withholding contained in ORS Chapter 279, the provisions of which are hereby made a part of this agreement.

22. CONFLICT BETWEEN TERMS:

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

23. SEVERABILITY:

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. COMPLETE AGREEMENT:

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and any other exhibit, Exhibit A shall control. In the event of an inconsistency between Exhibit C and Exhibit B, Exhibit B shall control. No modification of this Agreement shall

be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Seller, by the signature of its authorized representative, hereby acknowledges that Seller has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Seller has executed this Agreement on the date hereinabove first written.

CITY OF TIGARD

Approved by Tigard's Local Contract Review Board on: _____

By: City Manager

Date

SELLER

By: Company Name

Print Name & Title of Authorized Representative

Signature

Date

EXHIBIT 'A'

SELLER'S PROPOSAL

EXHIBIT 'B'

**OREGON STATE UNIVERSITY
REQUEST FOR PROPOSAL
L837202P**

EXHIBIT C

CITY OF TIGARD (Buyer) STANDARD TERMS AND CONDITIONS

1. **Packing & Shipment.** Deliveries shall be made as specified, without charge for boxing, crating, carting or storage. Material shall be suitably packed to ensure against damage from weather or transportation and to secure lowest transportation costs, and in accordance with the requirements of common carriers. Buyer's Order number and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Buyer's count or weight shall be conclusive on shipment not accompanied by packing lists. Unless otherwise specifically agreed on the reverse side of this Agreement, all costs of packaging and shipment are included in the purchase price and all goods will be shipped, with all costs prepaid. Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer in this Order.
2. **Warranty.** Unless otherwise agreed in writing, Seller warrants that the products ordered will conform to the specifications herein and to any drawings, samples, or other description furnished or adopted by Buyer. All products are warranted to be merchantable, to be of the highest quality design, material, and workmanship and free from defect and to be fit for purpose intended. All warranties shall survive inspection or test, acceptance and payment. Warranties shall run to Buyer, its successors, assigns and customers. Warranty period shall be (1) year from date of acceptance by Buyer.
3. **Inspection and Acceptance.** At Buyer's request, Seller shall provide a complete inspection program; satisfactory to Buyer, for Buyer's inspection of all materials, fabricating methods, equipment in process work and finished products.

If this Order provides for inspection of the work by Buyer on site during the period of manufacture, Seller agrees to provide Buyer's inspectors with reasonable facilities and assistance during such inspection. Inspection by Buyer shall not unduly delay the work. Buyer may charge Seller any additional cost incurred by Buyer if the work is not ready in accordance with the inspection schedule. Any inspection made or Waiver-of-Inspection-Notice given by Buyer will not relieve Seller from its responsibilities for delivering products and work hereunder.

Acceptance or rejection of the products shall be made up to 10 days after delivery and inspection by Buyer except as otherwise provided herein. Failure to inspect and accept or reject products shall neither relieve Seller from responsibility for such products, which do not meet the requirements herein nor impose liability on Buyer therefor.
4. **Delivery.** If Seller fails to meet the delivery schedule provided herein, Buyer may require Seller to deliver the products, or any portion thereof, in any manner commercially necessary to speed delivery, all at the Seller's sole expense. Unless otherwise agreed upon in writing by Buyer and Seller, Seller shall be required to pay the normal freight weight plus any premium rate required. Invoices covering products shipped in advance of the date specified will not be paid until after the date specified for delivery and are subject to rejection, as provided in this paragraph immediately below, if shipped too early.

Neither party shall be liable for delays or defaults due to strike, fire, windstorm, riot, natural disaster, war, civil unrest or other similar unforeseeable cause beyond the control and without the fault or negligence of the party incurring such delay. Seller shall notify Buyer in writing of the existence of such cause within five (5) days after the commencement of the delay or default giving pertinent information concerning such cause. No delivery shall be made more than seven (7) days prior to the applicable delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or charge to Seller any additional costs sustained because of the same.
5. **Buyer-Furnished Materials.** Seller shall assume all risk of loss of any material furnished by Buyer to Seller for use in performance of this Order.

6. Taxes. Seller shall not invoice Buyer for any taxes nor include in Seller's price any federal excise, state, or city tax or any other tax, unless Seller has first asked Buyer for Buyer's tax exemption number and it has been agreed upon between both parties that Buyer is not exempt from the tax.
7. Changes. Buyer may, by written order, make changes including changes in drawings or specifications. Buyer will equitably adjust any difference in cost or time for performance resulting from such change and the Order modified in writing accordingly. ANY CLAIM BY SELLER UNDER THIS CLAUSE MUST BE ASSERTED IN WRITING WITHIN 30 DAYS FROM THE DATE OF SELLER'S RECEIPT OF THE CHANGE ORDER OR THE CLAIM WILL NOT BE ALLOWED.
- In the event that Buyer proposes any change prior to making such change by written order and such change will have an effect on the warranty of the products procured by this Order, Seller shall notify Buyer in writing of such effect within 10 days of receipt of such proposal.
8. Advertising. Seller shall not, without the written consent of Buyer, in any manner advertise or publish the fact that Seller has furnished or contracted to furnish to Buyer the products herein.
9. Cancellation for Cause. Buyer may cancel all or any part of the undelivered portion of this Order if Seller breaches any of the terms hereof or in the event of any of the following: Insolvency of Seller, a voluntary or involuntary petition in bankruptcy for, by or against Seller; the appointment of a receiver or trustee for Seller, or an assignment for the benefit of creditors by Seller or if Buyer has reasonable cause to believe Seller will become insolvent, file for bankruptcy, go out of business or that the products being shipped may be subject to lien, claim or attachment by a creditor of Seller. Any such cancellation under this section shall be cancellation for cause and in the event of such cancellation, Buyer shall have the right to complete, or cause to have completed, this Order including the right to cause Seller to produce, without liability of any kind to the Buyer, proprietary items of the Seller as necessary to complete the Order. The remedies and damages in this section shall be cumulative and in addition to any other or further remedies provided at Law or in Equity, including reasonable and necessary attorney's fees and other costs of litigation.
10. Termination. City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Seller. If City terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.
11. Assignment and Subcontracting. Seller may not assign or subcontract any of its rights or obligations hereunder without the prior written approval of Buyer. Any unapproved assignment shall be void. Seller shall be fully responsible for the acts or omissions of any subcontractors and all persons employed by them, and neither the approval by Buyer of any subcontract nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and the Buyer. Buyer may assign its rights under this Order.
12. Work on Buyer's Premises. If Seller's performance of this Order involves operations by Seller on Buyer's premises, Seller shall (a) provide all necessary and sufficient safeguards and take all proper precautions against the occurrence of injury to any person or damage to any property, and shall be responsible for and shall indemnify and hold harmless Buyer, its representatives, officers, employees, and agents from any and all loss, suit, action or claim, including cost and attorney's fees, by reason of injury, including death, to any person and carry public liability and property damage insurance with limits of liability of not less than \$300,000 each, unless higher limits are required by a signed purchase agreement, with contractual liability endorsement and such insurance of employees as may be required by any workmen's compensation act or other law, regulation or ordinance which may apply in the premises. Such public liability and property damage insurance shall also cover the operation of Seller's vehicles used in the performance of Seller's operations. Any policy of insurance written in accordance with the foregoing shall be appropriately endorsed to named Buyer, its officials, employees and agents as additional insureds, with provisions that such insurance is primary insurance with respect to their interest, and that any other insurance maintained by Buyer is excess and not contributory insurance with the insurance required hereunder, with cross-liability or severability of interest provisions, and

shall further provide that the coverage provided thereby shall not be modified or discontinued or terminated except upon 30 days prior written notice to Buyer. Compliance shall be verified by Certificate of Insurance with appropriate endorsements sent to Buyer prior to Seller commencing work on Buyer's premises. Any work performed on Buyer's premises must be done pursuant to all OSHA standards, all applicable State and Federal health and safety laws, rules and regulations and all workers must be covered by workers' compensation insurance furnished through and paid for by Seller.

13. Stop Work Order. Buyer may, at any time by written order to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of 90 days after the written order is delivered to Seller, and for any further period to which the parties may agree and for any other period to which the parties may have agreed or as provided in Section 4, 10, and/or 11. Within the period of 90 days or less or within any extension of that period, Buyer shall either: (a) cancel the "Stop Work Order" and direct Seller to resume work; or (b) terminate the work covered by this Order. If Buyer orders Seller to resume work, Seller shall be entitled to any equitable adjustment pursuant to Section 8 provided a claim for such an adjustment shall be submitted by Seller within 30 days after the end of the period of work stoppage.

14. Payment. Payment date and cash discount period shall be calculated from the date of Buyer's receipt of an acceptable invoice and Buyer's acceptance of the products and supporting documentation at destination.

15. Information/Data. Unless otherwise agreed in writing any designs, drawings, specifications, or other manufacturing information furnished by Buyer to Seller shall be confidential to Buyer and is furnished solely for the performance of this Order. All copies of such information shall be returned to Buyer upon completion of the Order. Any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used for any purpose whatsoever. The foregoing shall apply notwithstanding the presence or absence of any contrary legend or statement on any of such information. All business and governmental information materials containing business and governmental information provided by Buyer to Seller shall be treated as confidential.

16. Compliance with Laws and Regulations. Seller warrants that all products, goods, or work delivered and performed shall comply with all applicable Federal, State or Local Laws or Regulations including without limitation The Occupational Safety and Health Act (29 USC. Chapter 15); Federal Hazardous Material Transportation Act (49 USC. Chapter 27); Equal Employment Opportunity; E.O. 11246 and 41 CFR Sections 60-1.4 and 60-1.7; Employment of the Handicapped E.O. 11758 and 41 CFR Section 60-741-4; Utilization of Minority Enterprises E.O. 11625 and 41 CFR Subpart 1-1.13; Age Discrimination E.O. 11141, Employment of Veterans E.O. 11701 and 41 CFR Section 50-250.4 and all rules, regulations and amendments issued pursuant to the foregoing.

Seller shall indemnify Buyer, its officers, employees and agents against any damages, penalties, costs or expenses incurred in connection with any alleged violation of any Federal, State or Local Law or regulating the manufacture or sale to the Buyer of any Item covered by this Order.

17. Patents, Copyrights, Trademarks. Seller warrants that no products will be furnished hereunder, which infringe or contribute to the infringement of any letters patent, copyright or trademark. Seller agrees to immediately replace at its sole cost any products furnished hereunder which infringe or contribute to the infringement of any letters patent, copyright or trademark or to take all steps necessary at Seller's sole expense to remove such infringement.

Seller will indemnify and hold harmless Buyer, its representatives, officers, employees and agents from and against any and all costs, royalties, damages and/or expenses which may arise out of or result from, or be reasonably incurred in contesting any claims that the methods, processes or acts by the Seller or its employees or the products furnished hereunder, infringes or contributes to the infringement of any letters, patent, copyright or trademark.

18. Waiver. The failure of Buyer to enforce at any time any of the provisions of this Order or to exercise any option herein provided, shall not be a present or future waiver of such provisions, nor in any way affect the validity of this Order or any part hereof, or the right thereafter to enforce each and every such provision. The express waiver (whether one (1) or more times) of any provision, condition or requirement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

19. Independent Contractor. Seller is an independent contractor and persons employed by Seller shall be employees of Seller and not employees of Buyer.
20. Complete Agreement. The Purchase Order and any referenced attachments constitute the complete agreement between the parties. Except as otherwise provided herein, it is subject to change only by an instrument signed in writing by both parties.
21. Acceptance by Performance. If Seller fails provide to Buyer with a signed copy of this order, but delivers product or performs the services specified in this agreement, then Seller agrees that the Seller shall be deemed to have accepted the terms and conditions of this order, as provided on both the front and this reverse side of the order. Buyer must agree any changes or modifications to this order by Seller to, in writing, or they shall not be deemed accepted by Buyer and if the Seller delivers the products nonetheless, then the original terms and conditions of this order shall govern.
22. Mandatory Mediation and Binding Arbitration. If there is a dispute concerning any of the terms, conditions or the performance of this order, then it is hereby agreed by both Buyer and Seller that the dispute shall be submitted first to non-binding mediation, to be performed by a sole mediator to be agreed upon between Buyer and Seller. If a mediator cannot be agreed upon, then the parties agree that any Circuit Court judge for the State of Oregon, County of Washington, shall be authorized to appoint a mediator for the parties. Should the parties fail to reach an agreement through mediation, then the parties shall submit to binding arbitration, which shall be governed by the rules of the Arbitration Service of Portland, and shall be conducted within Washington County. The arbitration shall be conducted by a single arbitrator chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, the parties shall ask the Presiding Judge of the Circuit Court for Washington County to select the arbitrator. If the arbitrators determine that one party is the prevailing party, then the losing party shall be required to pay all fees and costs of the arbitration. On the other hand, if the arbitrators determine that neither party is to be considered the prevailing party, then the fees and costs of the arbitration shall be divided equally between the parties. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, then the other party shall be entitled to costs, including reasonable attorney fees, for having to compel arbitration or defend or enforce the award. The parties agree to defend the arbitrator and any individual engaged in the administration of an arbitration proceeding from any subpoenas or claims from third parties arising out of this order or the arbitration.
23. Jurisdiction and Attorney Fees. This order shall be governed and construed according to the laws of the State of Oregon. If a dispute shall arise under this order necessitating the services of an attorney, then the prevailing party shall be entitled to collect from the losing party all of its/his/her reasonable costs and attorney fees, either in arbitration (if awarded by the arbitrator as provided above), or by a court before which any matter concerning this order may be heard, both at trial and on appeal.
24. Neutral Interpretation. This order constitutes the product of negotiations between the parties hereto. Any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of draftsmanship.
25. Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between the provisions contained herein and any present or future statute, law, ordinance or regulation contrary to which to the parties have no legal right to contract, the latter shall prevail. The provision of this Agreement, which is affected, shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.
26. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, then that period shall be extended to include the next day which is not a Saturday, Sunday or holiday.
- Notice. Any notice required or permitted to be given by either party to the other shall be deemed to have been given when sent via telecopy, overnight air courier, or deposited in the United States mail certified, return receipt requested, with first class postage prepaid, addressed as indicated on the front of this order, or addressed

to either party at such other address as such party shall hereafter furnish to the other party in writing. Notice shall also be considered effective upon delivery if personally delivered.

27. Conditions of Supplying a Public Agency. Where applicable, seller must make payment promptly as due to persons supplying Seller labor or materials for the execution of the work provided by this order. Seller must pay all contributions or amounts due from Seller to the industrial accident fund incurred in the performance of this order. Seller shall not permit any lien or claim to be filed or prosecuted against Buyer or any subdivision of Buyer on account of any labor or material to be furnished. Seller further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
28. Payment of Claims by Public Officers. In the event that Seller fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Seller or a subcontractor of Seller by any person in connection with the performance of this order when such claim becomes due, then the proper officer or officers representing the Buyer hereunder may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due to the Seller by reason of this order. The payment of a claim in the manner authorized by this provision shall not relieve the Seller or any of the Seller's surety from obligations with respect to any unpaid claims.
29. Health Care Benefits for Seller's Employees. If this order involves public service, then Seller must provide health care benefits to all employees who are performing services previously performed by public employees performing similar duties under this order.
30. Hours of Labor. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279.050, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279.334. In cases of contracts for personal services as defined in ORS 279.050, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
31. Medical Care and Workers' Compensation. Seller shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury, to the employees of such Seller, of all sums which the Seller agrees to pay for such services and all moneys and sums which the Seller collected or deducted from the wages of the employees pursuant to any law, contractor agreement for the purpose of providing or paying for such service.

Office of Property, Contract, and Risk Management Services - Purchasing



Oregon State University
644 SW 11th Street
Corvallis, Oregon 97331-4238
Telephone: 541-737-4361 Fax: 541-737-2110

Contract number L537262Pa is made and effective 8/1/07, 2007, by and between The State of Oregon acting by and through the State Board of Higher Education, on behalf of Oregon State University (OSU) and Boise Office Solutions (Contractor).

Contractor will provide a Stockless Office Supply Program to OSU as detailed in Appendix 1 - Scope of Work.

Definitions:

"Contract" means the entire written agreement between the parties, including but not limited to the Invitation to Bid or Request for Proposal and its specifications, terms and conditions, solicitation instructions, solicitation addenda and contract amendments, if any; the contractor's proposal; and the purchase order or price agreement document.

"Contractor" means a person or organization with whom OSU has contracted for the provision of the service or services under this contract. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous.

"Department" means any institution, institution department or other political subdivision (as authorized) which is party to the contract.

"OARS" means the Administrative Rules adopted by the State of Oregon Board of Higher Education.

"ORS" means the Oregon Revised Statutes.

"OSU" means Oregon State University and is synonymous with "Buyer" as used in ORS Chapter 12. "OSU" also means other parties to the contract if the purchase is being made under a cooperative agreement.

"OSU Purchasing Department" means, the Purchasing Department of the Property Management Department of Oregon State University.

Term of Contract: The total term of this contract shall be one (1) year from date of complete contract execution with possible extensions not to exceed 7 years, beginning on award date of Contract.

Termination: The contract may be terminated by

mutual consent of both parties or at OSU's discretion with a 30-day notice.

Prime Contractor Responsibility: Unless otherwise stated in this Contract, Contractor shall assume responsibility for all services contracted for regardless of whether Contractor is a bidder or the manufacturer, producer, or supplier of the services.

Performance: OSU reserves the right to cancel the contract with 30 days notice to contractor if OSU deems, in its own judgment, that the contractor fails to meet the expectations of this contract as evidenced by a significant number of complaints from faculty or staff. Examples of failure to meet expectations may include, but are not limited to: inaccurate billings, or a high turnover rate of customer service representatives.

Failure to Perform Remedy: If Contractor fails to perform any material obligation under this Contract, and 30 calendar days after receipt of written notice describing, with reasonable particularity, the character of the default Contractor has not cured the failure, then OSU may terminate the contract without additional notice.

Unstated Damages: If OSU determines that the Contractor has been using false or overstated cost for goods sold, or if Contractor has used a false or overstated mark-up for the goods sold, OSU may impose a fine on the Contractor based on ten times (10 x) the difference between what was charged and what should have been charged for every unit purchased by OSU prior to the error being uncovered.

Independent Contractor Status: The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of OSU as these terms are used in ORS 30.265.

Retirement System Status: Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments, of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

Government Employment Status:

A. If the payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the federal government.
B. Contractor certifies it is not an employee of OSU.

Assignment/Subcontract/Assignment: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the OSU Purchasing Department. No such written approval shall relieve Contractor of any obligations of this contract, and any transfer or subcontract shall be considered the agent of Contractor. Contractor shall remain liable to OSU under the contract as if no such assignment, transfer, or subcontract had occurred.

Award to Foreign Contractor: If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. OSU shall withhold final payment under this contract until Contractor has met this requirement.

Waiver: Failure of OSU to enforce any provision of this contract shall not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

Successors in Interest: The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to this contract and their respective permitted successors and assigns.

Severability: If any provision of this contract is deemed by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

Access to Records: The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. OSU and its departments, the Secretary of State, Auditor General, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books,

documents, reports, plans and writings of Contractor which relate to this contract, to perform examination, and audits and make extracts and transcripts.

Taxes - Federal and Local: OSU will not be responsible for any taxes coming due as a result of the contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the proposal.

Non-discrimination: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Compliance With Applicable Laws: Contractor shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 278.012, 278.314, and 278.316 (1), and the provisions of: (i) Title VI of the Civil Rights Act of 1964, (ii) Section V of the Rehabilitation Act of 1973, (iii) the Americans with Disabilities Act of 1990 (P.L. No. 101-336) ORC 203.422, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Governing Law: This Contract shall be governed and construed in accordance with the laws of the state of Oregon. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the state of Oregon. Provided, however that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the State of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

Attorney Fees: In the event a lawsuit of any kind is instituted on behalf of OSU to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge for reasonable attorney fees plus all costs and disbursements at trial and on any appeal.

Amendments: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the OSU Purchasing Department.

Entirety: This contract constitutes the entire contract between the parties. There are no understandings, oral or written, not specified herein regarding this contract. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Contractor, by the signature hereto,

of its authorized representative, acknowledges having read and understood the contract and contractor agrees to be bound by its terms and conditions.

INSURANCE REQUIREMENTS

Indemnity/Responsibility For Damages: Contractor shall indemnify, defend and hold harmless Oregon State University, its officers, departments, agents, employees and members, from all claims, suits or actions, of any nature, resulting from the activities of contractor, its officers, subcontractors, agents or employees under this purchase order or contract.

Comprehensive Auto Liability Insurance And General Liability Insurance: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this purchase order or contract, Comprehensive Auto Liability and General Liability Insurance. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. Contractual, product and completed operations liability combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable. Oregon State University and the Oregon State System of Higher Education, their officers, employees and agents shall be included as additional insured in said insurance policy.

Workers' Compensation: The Contractor, its subcontractors, if any, and all employees providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall either comply with ORS

656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or shall comply with the exemption set out in ORS 656.126.

Primary Coverage: Insurance carried by contractor under this purchase order or contract shall be the primary coverage and Oregon State University's insurance is excess and solely for damages or losses for which Oregon State University is responsible.

Certificates Of Insurance: As evidence of the insurance coverages required by this contract, the Contractor shall furnish Certificate(s) of insurance to Oregon State University, Purchasing Department upon request. The Certificate(s) will specify all of the parties who are Additional Insureds (or Loss Payees). Insurance coverages required under this contract shall be obtained from acceptable insurance companies or entities. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

Notice Of Cancellation Or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to Oregon State University, Purchasing Department. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Oregon, its Board of Higher Education and their officers, officials, and employees.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the date first written above.

The State of Oregon, acting by and through the State Board of Higher Education, represented by Oregon State University

By: 
Aron D. Howell, C.F.M., CFP®

Purchasing Manager/Contracts Office
Date: 7/24/02

Contractor


Name: Eugene L. Kuyper
Title: General Manager
Date: July 23, 2002

Appendix I

SCOPE OF WORK

Usage:

- Other OSU institutions, municipalities, and other organizations shall be able to use this Contract with the approval of OSU and the Contractor as long as usage will not negatively impact OSU's pricing.

Contractor will provide the following services:

Implementation including:

- Introduction of program to OSU customers
- Initial training of customers at no expense to OSU
- Distribution of catalogs and prices

Customer Service including:

- Assigning an Account Manager to OSU
- Responding to customer issues within 4 hours of initial contact
- On-going customer training on an "as needed" basis
- Attending quarterly review sessions with the OSU Contract Administrator
- Attending OSU's annual Merchant Expo (usually held in May) and providing a \$1000.00 lunch sponsorship for that event

On-line Capabilities including:

- Catalog shopping
- Ordering
- Reporting
- Technical Assistance
- Secure communications via the Internet

Stable Pricing:

- Price changes will be allowed at semi-annual intervals after Contractor submits a written request to the Contract Administrator. Request for price changes must be received at least 21 days prior to the proposed effective date. Prices may only be changed after the Contract Administrator gives Contractor written approval.
- Pricing will be subject to a third party audit at Contractor's expense no more than once a year.
- Accurate pricing is guaranteed.

Easy Ordering Processes:

- If pricing changes, current prices will be updated and distributed to OSU customers
- Catalogs will be provided and distributed annually
- There will be multiple methods of ordering including:
 - o Phone
 - o Fax
 - o Internet
 - Contractor will work with OSU to provide incentives to attract customers to use this method of placing orders.
- Contractor will provide a fill rate that exceeds 98%
- Specific items or groups of items may be restricted from products that are available for purchase by OSU Customers.

- Backorders will be reported to the customers quickly. Customers will be given a choice of canceling, substituting, or keeping the backordered items on order. In the case of discontinued items, customers may select a comparable item or cancel.

Eco-friendly packaging:

- Packaging materials will be reusable, returnable, or recyclable and in the smallest sized container possible to allow products to be delivered without damage. Orders for each delivery point will be packed individually with shipping labels that include the following:
 - o Department name
 - o Section or Unit name (if available)
 - o Location
 - o Customer's name
 - o Order number
 - o Number of packages
- Maximum Carton weight will not exceed 45 pounds. Paper products packaged in standard cases exceeding 45 pounds are excluded from this limit, but should not exceed 75 pounds.

Free shipping for products:

- There will be no freight expense to OSU for products shown in the full-line catalog. There may be an occasional freight charge for special order merchandise. Customers will be informed of the charges in advance of delivery.

Delivery of Products:

- Orders will be delivered between 9:00 and 5:00, Monday through Friday on the next business day after the order is received, if the order is placed by 4:00 PM.
- Orders will be delivered to statewide programs in every county in Oregon. No freight charges will be added to the order.
- Same-day orders can be accommodated by calling the Customer Service Department to arrange for 4-hour courier service.
- Special Delivery Points can be accommodated on request.
- Drivers will use a manifest system to get signatures from each delivery destination as a way to provide proof of delivery.
- Packing slips will accompany each order and show actual invoice pricing.

Care for Returned Products:

- Contractor will guarantee everything sold to OSU.
- Returns will be handled by placing a call to the Contractor or faxing a copy of the packing slip with a notation of what is to be returned and why. Customer Service will provide the customer with an authorization to return the products. This will initiate a pick-up by the driver, WPC, or common carrier at the time of the next scheduled delivery, or within 5 business days, whichever comes first. If the value of the product is less than \$20, the item will not be picked up by the Contractor, however, a replacement part or full refund will be given in exchange.
- Products can be returned for full credit within 30 days from the date of purchase. With the exception of damaged or defective items, products must be returned in resalable condition and in the original manufacturer's packaging where applicable.
- Damaged or defective products will be replaced at no charge.
- There will be no restocking charges for stocked items.

Eco-friendly products:

- Contractor will offer eco-friendly products to OSU including paper, paperboard, pressboard, cardboard, plastic containers, and recycled and remanufactured toner cartridges.
- Contractor will increase the number of Environmentally Preferable Products by at least five percent (5%) over the next year and by at least five percent (5%) in the year that follows.

- ii Number of orders placed
- iii Average lines per order
- iv Number of returns

Administrative Fee:

- Contractor will make payments to OSU Purchasing Department equal to one percent of the total sales, based on data compiled by the Contractor and supplied to OSU. These payments will be made quarterly in arrears, with the first payment due at the first quarterly business review meeting.

Invoicing and Payment:

- Send invoices to branch offices when required. Invoice will contain the following information as required by the customer:
 - o Agency/Account number
 - o Cost Center -- Alpha and/or numeric field designated by order organization for internal audit control, if used
 - o Ordering Organization -- Delivery address of customer
 - o Stock Number and Description -- Includes unit of issue, brief description
 - o Quantity issued, unit price and extended price
 - o Shipping code -- Unique alpha code(s), or complete description, to identify the following conditions:
 - Item is temporarily out of stock, will ship later
 - Discontinued item
 - Insufficient stock to fill entire order, please reorder. Note: A back-order should be established if an ordering organization requests it.
 - o Ordering Number
 - Contractor's order document number
 - Method of order submission:
 - Facsimile, Mail, Phone, Electronic, or Other
 - Date Contractor received order
 - o Totals
 - Total for each order
 - Total for each cost center, if multiple are used on the same order
 - Total charge for ordering organization. The bottom of each invoice shall have a total for all orders, a total for all credits, and amount due.
- Work with OSU Payables to become a part of the Central Pay program.
- Payment Terms will be Net 60.

Pricing:

- All items in the Contractor's catalog, as well as infrequently ordered items which are not contained in the Contractor's catalog, but that are within the scope of this Contract, shall be considered part of this Contract. The Contractor will use a 22.5% or lower mark-up over supplier cost as the basis for pricing on all catalog and non-catalog items.

For clarification of any ambiguity in the above Scope of Work, reference OSU RFP # L837002P and Contractor's proposal, which are incorporated herein by reference.

- Contractor will work with OSU to establish programs to achieve OSU's recycling goals for printer ribbons and toner cartridges.
- Contractor's catalog will be recyclable and the prices will be made of 100% recycled material

Supplier Diversity:

- Contractor's catalog will indicate products that are offered by minority-owned, women owned, and physically challenged business enterprises (M/WBE).

Additional Services:

- Paper Program
 - o The default copier and printer paper for OSU will be P1-000001.
 - o Price per ream = \$3.26
 - o Price per Carton = \$33.60
 - o Price per Skid = \$840.64
- Furniture
 - o Expert Planning and Layout
 - o Design Assistance
 - o Project Management
 - o Ergonomic Evaluation
 - o Office Standardization
 - o Custom Designs
 - o Remanufacturing
- Office Services
 - o Computer hardware and software sales
 - o Promotional Products
 - o Ergonomic products

Self-Management:

- Contractor will collect information regarding customer satisfaction and report findings to OSU during quarterly business reviews. Methods to be used are as follows:
 - o Surveys to customers regarding satisfaction with service and processes
 - o Customer Information Management Software

Performance Audit:

- Contractor will work with OSU to conduct periodic performance audits in all areas of service required of this Contract (e.g., delivery, fill rate, customer responsiveness) throughout the term of the Contract.
- Contractor will partner with OSU to ensure that the office supply distribution system operates well.

Reporting required for quarterly review and annual renewals:

- Contractor will provide Usage Reports that will cover:
 - o Products purchased and who ordered them.
- Contractor will provide Quality Review Reports that will cover:
 - o Fill rates
 - o Average shipment size
 - o On-time delivery
 - o YTD purchases
 - o Backorders
 - o Credit activity
 - o Payment history
- Contractor will provide Delinquent Review Reports:
 - o Average order size

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: Award of the Project Management Services Contract for the New Tigard Library Project

PREPARED BY: A.P. Duenas DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Shall the City enter into a contract with **Shiels Obletz Johnsen, Inc.** to provide project management services for the new library project?

STAFF RECOMMENDATION

That the Local Contract Review Board, by motion, approve award of a contract in the amount of **\$176,367.00** and authorize the City Manager to sign the contract.

INFORMATION SUMMARY

Twelve firms responded to the Request for Proposals (RFP) for Project Management Services on the new Tigard Library Project. The proposals were carefully reviewed and five firms were selected for interview as the next step in the selection process. The firms to be interviewed were determined by evaluating the qualifications and experience of each firm as described in its proposal. Evaluation of each firm included the general experience of the firm in project management and the qualifications and capabilities of the Project Manager and staff to be assigned to the project. A fee proposal was required for those firms invited to the interview. The five firms invited for interview are:

Heery International, Inc., Portland, Oregon
Milstead & Associates, Inc., Clackamas, Oregon
Shiels Obletz Johnsen, Inc., Portland, Oregon
URS Corporation, Portland, Oregon
J.J. Henri Co., Inc., Tualatin, Oregon

Following the interviews, the Selection Committee narrowed the five firms to the top two. Reference checks were conducted on both firms. After extensive review of the credentials and strengths of the two firms, level of effort in the proposal, feedback from listed references, and the overall fee proposal, the Selection Committee selected Shiels Obletz Johnsen, Inc. to provide project management services for the new Library Project. The fee proposal was reasonable for the services to be rendered and was acceptable to the City. Award of the contract would allow the Project Manager for the firm to immediately begin work on the project.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The design and construction of the new Tigard Library supports the Tigard Beyond Tomorrow Urban & Public Services, Goal #3 – *Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.*

ATTACHMENT LIST

None

FISCAL NOTES

Funding for this contract is authorized under the FY 2002-03 Capital Improvement Program under the City Facilities System Program. There is sufficient funding allocated in the Facility Fund for the contract award.

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: Approve Engineering Design Services Contract for the Proposed Wall Street Local Improvement District

PREPARED BY: Vannie Nguyen DEPT HEAD OK : A.P. Duenas CITY MGR OK: Bill Monahan

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award for engineering design services on the proposed Wall Street Local Improvement District?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **DeHaas & Associates** in the amount of **\$229,553.00** to provide engineering design services for the proposed Wall Street Local Improvement District.

INFORMATION SUMMARY

One major property owner along the proposed corridor of Wall Street is interested in forming a Local Improvement District (LID) for design and construction of Wall Street connecting Hall Boulevard with Hunziker Street. An Option Agreement executed with this property owner to purchase property for the proposed new Tigard Library requires the City to pursue formation of an LID for construction of the street. As part of this Option Agreement, the City agreed to provide the funding for the engineering and construction management of the LID improvements.

A Preliminary Evaluation Report was prepared and submitted to City Council at the meeting on January 22, 2002. Council agreed with the findings of the Preliminary Evaluation Report and directed staff to proceed to the next step in the LID formation by authorizing the preparation of a Preliminary Engineer's Report. Resolution No. 02-11, approved by the Council on February 12, 2002, directed staff to proceed with the preparation of the Preliminary Engineer's Report for the proposed LID and further directed the establishment of the funding mechanism in the amount of \$300,000 for the preparation of the report using the Traffic Impact Fee as the funding source.

In July 2002, the Engineering Department began the process to select a design consultant for the project by issuing a Request for Proposal (RFP). The scope of services in the RFP included engineering design services and construction management for the project. However, the scope that will be included in the initial contract is to prepare the Preliminary Engineer's Report for the proposed LID.

Out of five consulting firms submitting proposals for the proposed project, three consultants were shortlisted for interviews. Consulting firms that were invited for interviews are:

- KPFF Consulting Engineers
- Group McKenzie Civil Engineering
- DeHaas & Associates

The design team led by DeHaas & Associates was selected to provide the required services. This team possesses the capabilities, qualifications and resources necessary to successfully perform the required services.

The scope of services included in the contract award consists of preparation of a Conceptual Report at 35% design completion and preparation of a Preliminary Engineer's Report at the 60% design stage. If Council decides to form the district after review and approval of the Preliminary Engineer's Report, the original scope in the contract award may be amended to extend the services with the same consultant. The additional tasks of final design, construction staking, construction management and preparation of the Final Report would complete the proposed improvements by the end of 2004.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

This project meets the Tigard Beyond Tomorrow Transportation and Traffic Goal of "Improve Traffic Flow."

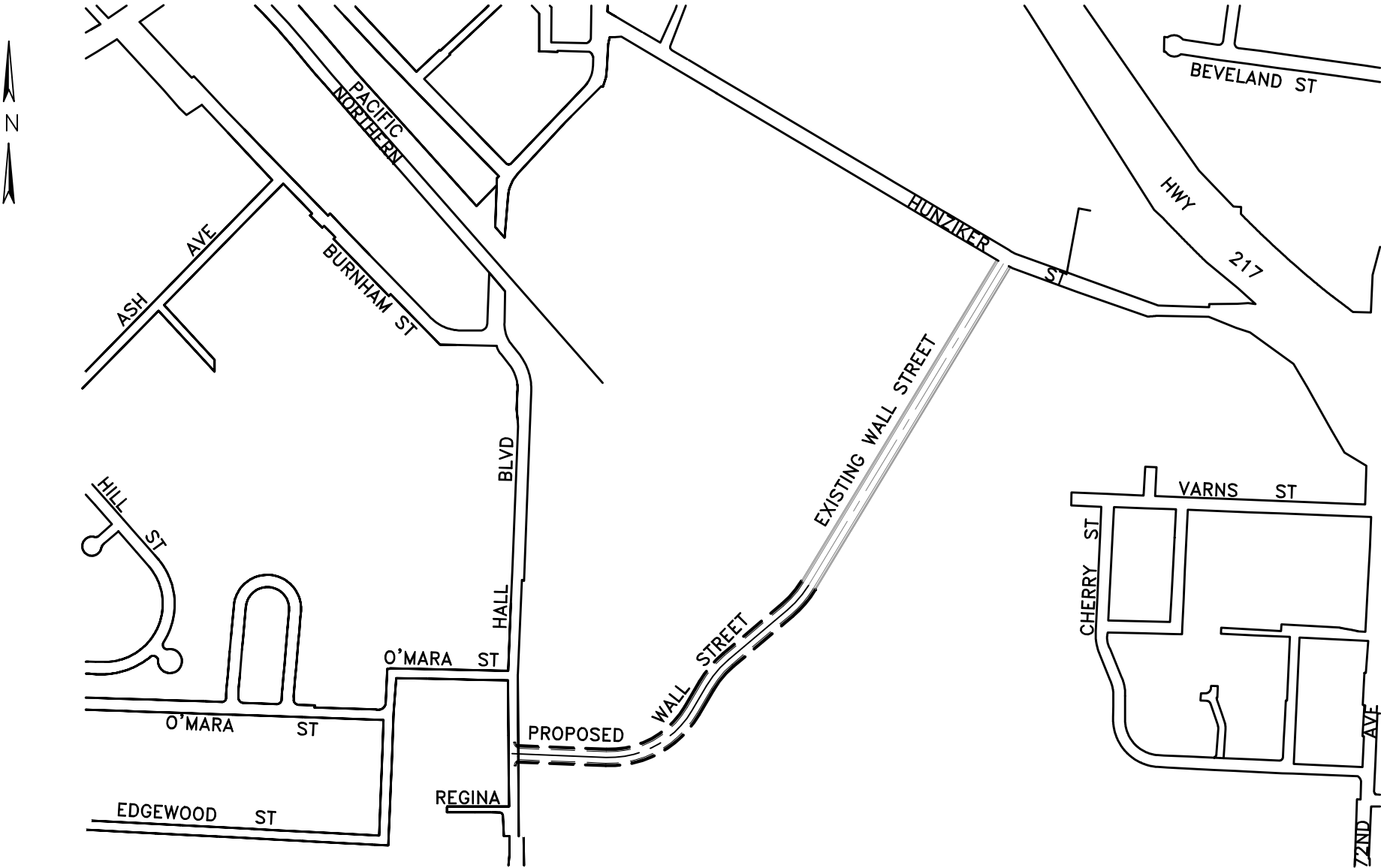
ATTACHMENT LIST

Project location map.

FISCAL NOTES

An amount of \$2,000,000 has been included in the FY 2002-03 CIP Budget. The Traffic Impact Fee provides \$300,000 for engineering design costs. Partial right-of-way acquisition is estimated at \$900,000 for the fiscal year. The sum of \$800,000 is provided for initiating construction on the project.

PROPOSED WALL STREET LID



VICINITY MAP

NOT TO SCALE

AGENDA ITEM # _____
FOR AGENDA OF 9/10/02

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Vision Mid-Year Report – Accomplishments Update

PREPARED BY: Loreen Mills DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Receive the latest update on activities which have occurred this year which support the citywide vision, *Tigard Beyond Tomorrow*.

STAFF RECOMMENDATION

No action required.

INFORMATION SUMMARY

Each year since 1996, members of our community have reviewed and updated the strategies and action plans to accomplish the goals of “*Tigard Beyond Tomorrow*.” This annual review is critical to ensure we stay on track with the changing times and desires of our community. “*Tigard Beyond Tomorrow*” is alive and well! The goals and strategies developed by this community to shape our future are considered when the City Council considers a decision, as City staff plan and develop work plans each year, and as our community partners make decisions for the future.

The purpose of this presentation is to honor the vision of our community and its partners that are actively shaping our future. There are six target areas of activity being monitored through the community’s vision. The staff liaison for each area will briefly share accomplishments from the last few months. The targeted areas for community goals are:
Community Character & Quality of Life, Growth & Growth Management
Public Safety, Schools & Education, Transportation & Traffic & Urban & Public Services

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

N/A

FISCAL NOTES

N/A

AGENDA ITEM # _____
FOR AGENDA OF 9-10-02

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Public Works Department Overview

PREPARED BY: Ed Wegner DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Issue before Council is to receive information regarding the programs and activities of the Public Works Department during the fiscal year.

STAFF RECOMMENDATION

No action is necessary.

INFORMATION SUMMARY

The Public Works Department has prepared this presentation for your review regarding the programs and activities of the Department.

OTHER ALTERNATIVES CONSIDERED

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Information related to the Vision Task Force Goals for Urban and Public Services

ATTACHMENT LIST

None

FISCAL NOTES

None

PUBLIC WORKS

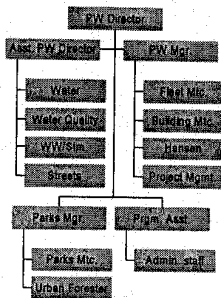
Ed Wegner, Director

Introduction

Public Works Department programs include:

- Leadership and management in support of the City's strategic plans/objectives.
- Maintenance of City's infrastructure (roads, parks, grounds, City facilities and fleet operations).
- Provision of water, sanitary and storm water services.
- Emergency Management - Citywide
- Staff of 64.7 employees

Public Works

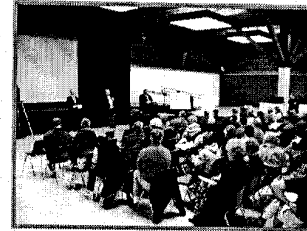


Employees:

Water	18
WW/Stm.	13.9
Parks	10.25
Streets	9.2
Admin.	7
Bldg. Mtc.	3.25
Fleet	3.1

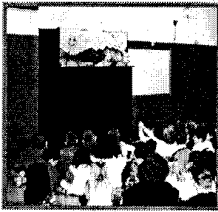
Communications

- CIT
- Press releases
- Meetings
- Master planning processes
- Newsletters
- Public Speaking

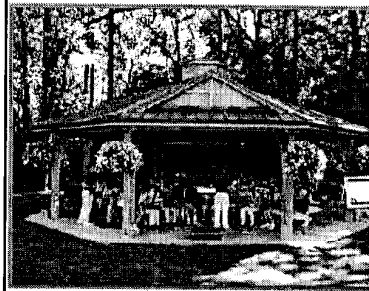


Water Conservation Programs:

- "Where's Rosie" puppet show
- "As the Faucet Turns" stage show
- Calendar design contest



Public Services



Park
Reservations

Public Services

Urban Forestry



Community Involvement

- Balloon Festival
- Tigard Blast
- Flag pole



- Adopt a street

- Adopt a stream

- Public meetings



Infrastructure Operations and Maintenance

- Parks Maintenance
- Sanitary/Storm
- Street Maintenance
- Fleet Maintenance
- Building Maintenance
- Water

Parks/Grounds

- Park operation and maintenance
 - 12 parks/160 acres
- Playground safety
 - 9 playgrounds inspected monthly
- Park shelters/ball fields
- Pedestrian paths
 - 8 miles of trails, paths & sidewalks



Sanitary/Storm Sewer

- Maintenance programs in accordance with CWS standards.
- Maintain accurate mapping and database management system.
- Utility locates
- Line cleaning/repair
- Video inspection
- Provide outstanding customer service to internal/external customers.
- Water Quality Facility operation and maintenance.



72 miles of lines
clean annually

33 miles of lines
inspected annually



Street Maintenance

- Installation/maintenance of street/traffic signs
- Installation/maintenance of guardrails/barricades
- Crack sealing/street patching program
- Grading and maintenance of rock roads/shoulders
- Maintenance of off street bicycle paths
- Installation/maintenance of street markings
- Speed hump program
- Tree trimming/streetlight clearance



150,000 linear feet of crack sealing done annually

Approximately 50 miles of street side mowing annually



Fleet Maintenance



140 vehicles maintained annually

Repairs and maintains all City vehicles and equipment to industry standards.



Property Management

- Maintenance, repair and cleaning of all City facilities
- Implementation of Energy Conservation Program
- Implementation of equipment change out program
- Maintenance/service of all HVAC systems



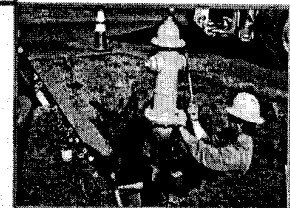
Water

- Maintenance, repair and expansion of water system for the Tigard Water Service Area including Tigard, King City, Durham, unincorporated area
- Utilization of SCADA system to ensure efficient water management
- Enhancement of Water Conservation Programs
- Implementation of additional security measures at water facilities
- Implementation of Best Management Practices



200 miles of distribution pipe maintained

16,232 meters in the Tigard Water Service Area



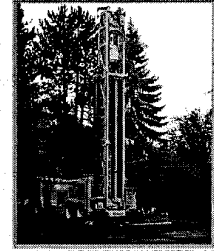
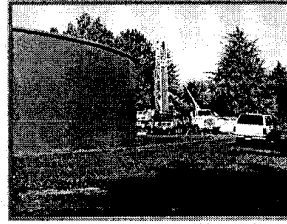
Environmental Management

- Community restoration project (Genesis Loop)
- Beaver ponds
- Soft trail maintenance in parks

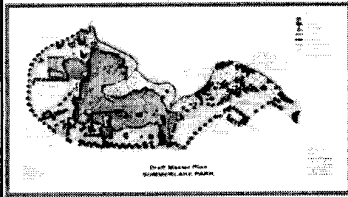
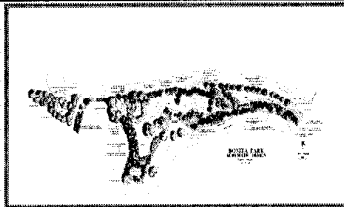


Facilities Development

- Master plan process with new parks
- Reservoir construction



Bonita Park
master plan



Summerlake Park
master plan

Future Vision

- Street improvements
- Skateboard park
- Water source
- Aquifer Storage & Recovery



Summary

- City of Tigard Public Works provides:
- Essential urban public services that allow the community to function.
 - Streets
 - Water
 - Sanitation
 - Flood Control
 - Emergency Management

Summary

- Support functions to other City functions
 - Fleet Maintenance
 - Building Maintenance
- Quality of Life services
 - Parks/Grounds
 - Urban Forestry
 - Public Events

Commitment

Commitment to our customers includes:

- Active communications with our customers
- Committed to providing high quality services
- Committed to being an active/visible participant within the community

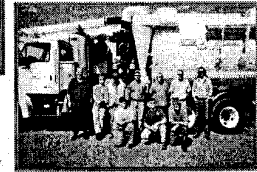
Public Works Team



Water crew



Building Maintenance



Sanitary/Storm crew

Public Works Team



Streets crew



Admin. staff



Parks crew

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Development Code Amendments to Implement the Transportation System Plan

PREPARED BY: Julia Hajduk DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should the Council adopt the proposed development code amendments which implement the previously adopted Transportation System Plan?

STAFF RECOMMENDATION

Adopt the proposed Development Code changes by adopting the attached Ordinance.

INFORMATION SUMMARY

The City of Tigard began updating the Transportation System Plan (TSP) several years ago. With the help of a 12 member Task Force made up of the Planning Commission and 3 citizens, agencies, staff and the consulting firm DKS, a draft TSP was produced. The Tigard TSP was adopted in January, 2002 along with Comprehensive Plan amendments and became effective in February. An additional step that was necessary to fully implement the TSP was developing amendments to the Development Code to reflect changes to the TSP. The planning staff, along with staff from the engineering department and Tualatin Valley Fire and Rescue, completed the review of the Development Code and began processing the recommended amendments. The changes implement recommendations of the TSP such as access management, sidewalk location and traffic calming. The changes also provide revised right-of-way requirements in accordance with the TSP recommendations and the Transportation Planning Rule requirements. A complete summary of the proposed changes is provided in Attachment 2. A hearing before the Planning Commission was held on August 5, 2002, and notice of the City Council hearing was announced at the September 5, 2002 CIT meeting as requested by the Planning Commission.

OTHER ALTERNATIVES CONSIDERED

Provide additional comments or changes to the TSP and/or Comprehensive Plan.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Transportation and Traffic, Goal #2 – Improve traffic flow.

ATTACHMENT LIST

Attachments: 1 – Proposed Ordinance adopting the proposed development code changes
Exhibit A-1 to A-4: Proposed code changes
Exhibit B: TPR compliance matrix
Exhibit C: Staff Report
2 – Summary of changes to implement the TSP
3 – Draft Planning Commission minutes recommending adoption

FISCAL NOTES

N/A

CITY OF TIGARD, OREGON

ORDINANCE NO. 02-_____

AN ORDINANCE ADOPTING CHANGES TO THE DEVELOPMENT CODE IN ORDER TO IMPLEMENT THE TRANSPORTATION SYSTEM PLAN (TSP).

WHEREAS, the TSP was developed with the help of a 12 member citizen Task Force and addressed Transportation Planning Rule (TPR) requirements, Metro's Regional Transportation Plan (RTP) updates and the City needs; and

WHEREAS, Tigard adopted its Transportation System Plan in January 2002 with the intent to return at a later date with amendments to the development code; and

WHEREAS, the TSP is not fully implemented until changes have been made to the development code; and

WHEREAS, development code changes have been prepared which implement the TSP recommendations, address TPR narrow street requirements and clarify existing code language as shown in Exhibits A-1 through A-4; and

WHEREAS, the Planning Commission held a public hearing, which was noticed in accordance with the City standards, on August 5, 2002 and voted to forward the amendments to the City Council, and

WHEREAS, the Citizen Involvement Team was informed of the proposed changes and of the City Council hearing at its September 5, 2002 meeting; and

WHEREAS, the City Council held a public hearing on September 10, 2002, which was noticed in accordance with City standards, and voted to approve the TSP and Comprehensive Plan changes proposed, and

WHEREAS, the decision to adopt was based on compliance with Oregon Statewide Planning Goals #1, #2, and #12; OAR 660; the Regional Transportation Plan, Comprehensive Plan policies 1.1.1(a), 2.1.1, 8.1.1, 8.1.2, 8.1.3, 8.1.5 and 8.2.3 and Community Development Code chapter 18.380.020 and 18.390.060.G as detailed in the TPR compliance matrix (Exhibit B) and the staff report/Planning Commission recommendation (Exhibit C),

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The attached Development Code Changes (Exhibit A-1 through A-4) are adopted based on the findings in the staff report and the supplemental TPR compliance matrix.

SECTION 2: If any section of the TSP or resulting Development Code changes trigger a Measure 7 claim, the City may make a determination regarding whether the TSP or Development Code provision should be applied on a case by case basis.

SECTION 3: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By _____ vote of all Council members present after being read by number and title only, this _____ day of _____, 2002.

Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this _____ day of _____, 2002.

James E. Griffith, Mayor

Approved as to form:

City Attorney

Date

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Chapter 18.705 ACCESS, EGRESS, AND CIRCULATION

Sections:

- 18.705.010 Purpose**
18.705.020 Applicability of Provisions
18.705.030 General Provisions

18.705.010 Purpose

- A. Purpose. The purpose of this chapter is to establish standards and regulations for safe and efficient vehicle access and egress on a site and for general circulation within the site.

18.705.020 Applicability of Provisions

- A. When provisions apply. The provisions of this chapter shall apply to all development including the construction of new structures, the remodeling of existing structures (see Section 18.360.050), and to a change of use which increases the on-site parking or loading requirements or which changes the access requirements.
- B. Change or enlargement of use. Should the owner or occupant of a lot or building change or enlarge the use to which the lot or building is put, thereby increasing access and egress requirements, it is unlawful and is a violation of this title to begin or maintain such altered use until the provisions of this chapter have been met if required or until the appropriate approval authority has approved the change.
- C. When site design review is not required. Where the provisions of Chapter 18.360, Site Development Review, do not apply, the Director shall approve, approve with conditions, or deny an access plan submitted under the provisions of this chapter in conjunction with another permit or land use action.
- D. Conflict with subdivision requirements. The requirements and standards of this chapter shall not apply where they conflict with the subdivision rules and standards of this title.

18.705.030 General Provisions

- A. Continuing obligation of property owner. The provisions and maintenance of access and egress stipulated in this title are continuing requirements for the use of any structure or parcel of real property in the City.
- B. Access plan requirements. No building or other permit shall be issued until scaled plans are presented and approved as provided by this chapter that show how access, egress and circulation requirements are to be fulfilled. The applicant shall submit a site plan. The Director shall provide the applicant with detailed information about this submission requirement.
- C. Joint access. Owners of two or more uses, structures, or parcels of land may agree to utilize jointly the same access and egress when the combined access and egress of both uses, structures, or parcels of land satisfies the combined requirements as designated in this title, provided:
1. Satisfactory legal evidence shall be presented in the form of deeds, easements, leases or contracts to establish the joint use; and

2. Copies of the deeds, easements, leases or contracts are placed on permanent file with the City.
- D. Public street access. All vehicular access and egress as required in Sections 18.705.030H and 18.705.030I shall connect directly with a public or private street approved by the City for public use and shall be maintained at the required standards on a continuous basis.
- E. Curb cuts. Curb cuts shall be in accordance with Section 18.810.030N.
- F. Required walkway location. On-site pedestrian walkways shall comply with the following standards:
1. Walkways shall extend from the ground floor entrances or from the ground floor landing of stairs, ramps, or elevators of all commercial, institutional, and industrial uses, to the streets which provide the required access and egress. Walkways shall provide convenient connections between buildings in multi-building commercial, institutional, and industrial complexes. Unless impractical, walkways shall be constructed between new and existing developments and neighboring developments;
 2. Within all attached housing (except two-family dwellings) and multi-family developments, each residential dwelling shall be connected by walkway to the vehicular parking area, and common open space and recreation facilities;
 3. Wherever required walkways cross vehicle access driveways or parking lots, such crossings shall be designed and located for pedestrian safety. Required walkways shall be physically separated from motor vehicle traffic and parking by either a minimum 6-inch vertical separation (curbed) or a minimum 3-foot horizontal separation, except that pedestrian crossings of traffic aisles are permitted for distances no greater than 36 feet if appropriate landscaping, pavement markings, or contrasting pavement materials are used. Walkways shall be a minimum of four feet in width, exclusive of vehicle overhangs and obstructions such as mailboxes, benches, bicycle racks, and sign posts, and shall be in compliance with ADA standards;
 4. Required walkways shall be paved with hard surfaced materials such as concrete, asphalt, stone, brick, etc. Walkways may be required to be lighted and/or signed as needed for safety purposes. Soft-surfaced public use pathways may be provided only if such pathways are provided in addition to required pathways.
- G. Inadequate or hazardous access.
1. Applications for building permits shall be referred to the Commission for review when, in the opinion of the Director, the access proposed:
 - a. Would cause or increase existing hazardous traffic conditions; or
 - b. Would provide inadequate access for emergency vehicles; or
 - c. Would in any other way cause hazardous conditions to exist which would constitute a clear and present danger to the public health, safety, and general welfare.
 2. Direct individual access to arterial or collector streets from single-family dwellings and duplex lots shall be discouraged. Direct access to collector or arterial streets shall be considered only

if there is no practical alternative way to access the site. If direct access is permitted by the City, the applicant will be required to mitigate for any safety or neighborhood traffic management (NTM) impacts deemed applicable by the City Engineer. This may include, but will not be limited to, the construction of a vehicle turnaround on the site to eliminate the need for a vehicle to back out onto the roadway.

3. In no case shall the design of the service drive or drives require or facilitate the backward movement or other maneuvering of a vehicle within a street, other than an alley. Single-family and duplex dwellings are exempt from this requirement.

H. Access Management

1. An access report shall be submitted with all new development proposals which verifies design of driveways and streets are safe by meeting adequate stacking needs, sight distance and deceleration standards as set by ODOT, Washington County, the City and AASHTO (depending on jurisdiction of facility.)
2. Driveways shall not be permitted to be placed in the influence area of collector or arterial street intersections. Influence area of intersections is that area where queues of traffic commonly form on approach to an intersection. The minimum driveway setback from a collector or arterial street intersection shall be 150 feet, measured from the right-of-way line of the intersecting street to the throat of the proposed driveway. The setback may be greater depending upon the influence area, as determined from City Engineer review of a traffic impact report submitted by the applicant's traffic engineer. In a case where a project has less than 150 feet of street frontage, the applicant must explore any option for shared access with the adjacent parcel. If shared access is not possible or practical, the driveway shall be placed as far from the intersection as possible.
3. The minimum spacing of driveways and streets along a collector shall be 200 feet. The minimum spacing of driveways and streets along an arterial shall be 600 feet.
4. The minimum spacing of local streets along a local street shall be 125 feet.

I. Minimum access requirements for residential use.

1. Vehicular access and egress for single-family, duplex or attached single-family dwelling units on individual lots and multi-family residential uses shall not be less than as provided in Table 18.705.1 and Table 18.705.2;

TABLE 18.705.1
VEHICULAR ACCESS/EGRESS REQUIREMENTS:
RESIDENTIAL USE (6 OR FEWER UNITS)

Number Dwelling Unit/Lots	Minimum Number of Driveways Required	Minimum Access Width	Minimum Pavement Width
1 or 2	1	15'	10'
3-6	1	20'	20'

TABLE 18.705.2
VEHICULAR ACCESS/EGRESS REQUIREMENTS:
MULTI-FAMILY RESIDENTIAL USE

Dwelling Units	Minimum Number of Driveways Required	Minimum Access Required	Minimum Pavement Sidewalks, Etc.
1-2	1	15'	10'
3-19	1	30'	24' if two-way, 15' if one-way: Curbs and 5' walkway required
20-49	1 or 2	30' 30'	24' if two-way 15' if one-way: Curbs and 5' walkway required
50-100	2	30'	24' Curbs and 5' walkway required

2. Vehicular access to multi-family structures shall be brought to within 50 feet of the ground floor entrance or the ground floor landing of a stairway, ramp, or elevator leading to the dwelling units;
 3. Private residential access drives shall be provided and maintained in accordance with the provisions of the Uniform Fire Code;
 4. Access drives in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus by one of the following:
 - a. A circular, paved surface having a minimum turn radius measured from center point to outside edge of 35 feet;
 - b. A hammerhead-configured, paved surface with each leg of the hammerhead having a minimum depth of 40 feet and a minimum width of 20 feet;
 - c. The maximum cross slope of a required turnaround is 5%.
 5. Vehicle turnouts, (providing a minimum total driveway width of 24 feet for a distance of at least 30 feet), may be required so as to reduce the need for excessive vehicular backing motions in situations where two vehicles traveling in opposite directions meet on driveways in excess of 200 feet in length;
 6. Where permitted, minimum width for driveway approaches to arterials or collector streets shall be no less than 20 feet so as to avoid traffic turning from the street having to wait for traffic exiting the site.
- J. Minimum access requirements for commercial and industrial use.
1. Vehicle access, egress and circulation for commercial and industrial use shall not be less than 21 as provided in Table 18.705.3;

**TABLE 18.705.3
VEHICULAR ACCESS/EGRESS REQUIREMENTS:
COMMERCIAL AND INDUSTRIAL USES**

Required Parking Spaces	Minimum Number of Driveways Required	Minimum Access Width	Minimum Pavement
0-99	1	30'	24' curbs required
100+	2 or 1	30' 50'	24' curbs required 40' curbs required

2. Vehicular access shall be provided to commercial or industrial uses, and shall be located to within 50 feet of the primary ground floor entrances;
 3. Additional requirements for truck traffic may be placed as conditions of site development review.
- K. One-way vehicular access points. Where a proposed parking facility indicates only one-way traffic flow on the site, it shall be accommodated by a specific driveway serving the facility; the entrance drive shall be situated closest to oncoming traffic and the exit drive shall be situated farthest from oncoming traffic.
- L. Director's authority to restrict access. The Director has the authority to restrict access when the need to do so is dictated by one or more of the following conditions:
1. To provide for increased traffic movement on congested streets and to eliminate turning movement problems, the Director may restrict the location of driveways on streets and require the location of driveways be placed on adjacent streets, upon the finding that the proposed access would:
 - a. Cause or increase existing hazardous traffic conditions; or
 - b. Provide inadequate access for emergency vehicles; or
 - c. Cause hazardous conditions to exist which would constitute a clear and present danger to the public health, safety, and general welfare.
 2. To eliminate the need to use public streets for movements between commercial or industrial properties, parking areas shall be designed to connect with parking areas on adjacent properties unless not feasible. The Director shall require access easements between properties where necessary to provide for parking area connections;
 3. To facilitate pedestrian and bicycle traffic, access and parking area plans shall provide efficient sidewalk and/or pathway connections, as feasible, between neighboring developments or land uses;
 4. A decision by the Director per 18.705.030 K.1.-3. above may be appealed by means of a Type II procedure, as regulated by Section 18.390.040, using criteria contained in Section 18.370.020 C3

Chapter 18.730
EXCEPTIONS TO DEVELOPMENT STANDARDS

Sections:

- 18.730.010 Purpose**
18.730.020 Exceptions to Building Height Limitations
18.730.030 Zero Lot Line Setback Standards
18.730.040 Additional Setback Requirements
18.730.050 Miscellaneous Requirements and Exceptions

18.730.010 Purpose

- A. Purpose. The purpose of this chapter is to present exceptions to the height and setback standards which apply in various zoning districts as detailed in Chapters 18.510, 18.520 and 18.530. Flexible and/or more stringent setback standards are designed to allow for the maximum use of land and to allow for a varied building layout pattern while ensuring there will be adequate open space, light, air and distance between buildings to protect public health and safety.

18.730.020 Exceptions to Building Height Limitations

- A. Projections not used for human habitation. Projections such as chimneys, spires, domes, elevator shaft housings, towers excluding TV dish receivers, aerials, flag poles, and other similar objects not used for human occupancy, are not subject to the building height limitations of this title.
- B. Building height exceptions. Any building located in a non-residential zone may be built to a maximum height of 75 feet; provided:
1. The total floor area of the building does not exceed 1-1/2 times the area of the site;
 2. The yard dimensions in each case are equal to at least 1/2 of the building height of the primary structure; and
 3. The structure is not abutting a residential zoning district.
- C. Building heights and flag lots.
1. Limitations on the placement of residential structures on flag lots apply when any of the following exist:
 - a. A flag lot was created prior to April 15, 1985;
 - b. A flag lot is created after April 15, 1985 by an approved partition; or
 - c. A flag lot is created by the approval of a subdivision and the flag lot is located on the periphery of the subdivision so that the lot adjoins other residentially-zoned land.
 2. The maximum height for an attached or detached single-family, duplex, or multiple-family residential structure on a flag lot or a lot having sole access from an accessway, private drive or easement is 1-1/2 stories or 25 feet, whichever is less, except that the maximum height may be 2-1/2 stories or 35 feet, whichever is less, provided:

- a. The proposed dwelling otherwise complies with the applicable dimensional requirements of the zoning district;
 - b. A 10 feet side yard will be preserved;
 - c. A residential structure on any abutting lot either is located 50 feet or more from the nearest point of the subject dwelling, or the residential structure exceeds 1-1/2 stories or 25 feet in height on any abutting lot; and
 - d. Windows 15 feet or more above grade shall not face dwelling unit windows or patios on any abutting lot unless the proposal includes an agreement to plant trees capable of mitigating direct views, or that such trees exist and will be preserved.
3. Where an agreement is made to plant trees capable of mitigating direct views, the agreement shall be deemed a condition of approval under the provisions of Section 18.390.030 D.
 4. The tree planting agreement shall be a condition of Chapter 18.360, Site Development Review, for three or more attached units or a multiple-family residential structure, or, at the time of issuance of building permits, for single detached units, one duplex or two attached residential units.

18.730.030 Zero Lot Line Setback Standards

- A. Applicability and limitations. The provisions of this chapter apply to the R-4.5 and R-7 zoning districts and are limited to single-family detached dwelling units. The provisions of this chapter shall be applied in conjunction with:
 1. An application for planned development approval under the provisions of Chapter 18.350, Planned Development;
 2. An application for subdivision approval under the provisions of Chapter 18.430, Subdivision; or
 3. An application for partitioning approval under the provisions of Chapter 18.420, Partition.
- B. Approval criteria and conditions.
 1. The approval authority shall approve, approve with conditions or deny an application for a zero lot line development based on findings that:
 - a. There shall be a 10-foot separation between each residential dwelling structure or garage;
 - b. No residential dwelling shall be placed on a lot line which is common to a lot line which is not a part of the overall development;
 - c. No structure shall be placed on a lot line which is common to a public or private road right-of-way or easement line; and
 - d. A five-foot non-exclusive maintenance easement shall be delineated on the plan for each lot having a zero setback area;

- (1) The easement shall be on the adjacent lot and shall describe the maintenance requirements for the zero lot line wall, or deed restrictions must be submitted with the preliminary plat which addresses the maintenance requirements for the zero setback wall of the detached dwellings; and
 - (2) The easement shall be recorded with Washington County and submitted to the City with the recorded final plat prior to the issuance of any building permits within the development.
2. The approval authority requires the following conditions to be satisfied:
 - a. Deed restrictions shall be recorded with Washington County which ensure that:
 - (1) The 10-foot separation between the residential structures shall remain in perpetuity; and
 - (2) The 10-foot separation between the residential structures shall be maintained free from any obstructions other than:
 - (a) The eaves of the structure;
 - (b) A chimney which may encroach into the setback area by not more than two feet;
 - (c) A swimming pool;
 - (d) Normal landscaping; or
 - (e) A garden wall or fence equipped with a gate for emergency access and maintenance purposes.
 - b. Easements shall be granted where any portion of the structure or architectural feature projects over a property line; and
 - c. The maximum lot coverage for zero lot line shall not exceed the maximum lot coverage for the base zone.
- C. Application submission requirements. All applications shall be made on forms provided by the Director in accordance with Chapter 18.350, Planned Developments, Chapter 18.430, Subdivisions, or Chapter 18.420, Partitions, and shall be accompanied by:
 1. Copies of the plat plan indicating building and easement location and dimensions, and necessary data or narrative which explains how the development conforms to the standards;
 2. A list of names and addresses of all property owners of record immediately abutting the site;
 3. All other requirements of Chapters 18.350, 18.430 and 18.420 shall apply.

18.730.040 Additional Setback Requirements

- A. Additional setback from specified roadways. ~~To ensure improved light, air, and sight distance and to protect the public health, safety, and welfare, structures in any zoning district which abut certain arterial and collector streets shall be set back a minimum distance from the centerline of the street.~~

Where the street is not improved, the measurement shall be made at right angles from the centerline or general extension of the street right of way:

1. Arterial Streets. The required setback distance for buildings on arterial streets is the setback distance required by the zoning district plus the following distances measured from the centerline of the street as contained in Table 18.730.1.
2. Collector Streets. The required setback distance for buildings on the following collector streets is the setback distance required by the zoning district plus 30 feet measured from the centerline of the street as contained in Table 18.730.1.

TABLE 18.730.1
ADDITIONAL CENTERLINE SETBACK REQUIREMENTS

Street Names	Requirement
---------------------	--------------------

Arterial Streets:

SW Pacific Highway (within City Limits)	50 feet
SW Hall Boulevard	45 feet
SW Scholls Ferry Road (except between its intersections with Old Scholls Ferry Road)	50 feet
SW Durham Road (between Hall Boulevard and Upper Boones Ferry)	45 feet
SW Upper Boones Ferry Road	45 feet

Collector Streets:

SW Ash Avenue	30 feet
SW Atlanta Haines (east of 68th Avenue)	30 feet
SW Atlanta (west of 68th Avenue)	30 feet
SW Beef Bend Road	30 feet
SW Bonita Road	30 feet
SW Bull Mountain Road	30 feet
SW Burnham Street	30 feet
SW Cascade Boulevard	30 feet
SW Commercial Street	30 feet
SW Durham Road (between Pacific Highway and Hall Boulevard)	30 feet
SW Franklin Street	30 feet
SW Gaarde Street	30 feet
SW Grant Avenue	30 feet
SW Greenburg Road	30 feet
SW Hunziker Road	30 feet
SW Main Street	30 feet
SW McDonald Street	30 feet
SW Murdock Street	30 feet
SW North Dakota Avenue	30 feet
SW Oak (west of Hall Boulevard)	30 feet
SW Pfaffle Street	30 feet
SW Sattler Street (40 ft pavement between 100th/Hall)	30 feet
SW Scholls Ferry (between its intersections with Old Scholls Ferry Road)	30 feet

TABLE 18.730.1 (CON'T)
ADDITIONAL CENTERLINE SETBACK REQUIREMENTS

Street Names	Requirement
SW Summerfield Drive	30 feet
SW Tiedeman Avenue	30 feet
SW Tigard Street	30 feet
SW Walnut Street	30 feet
SW 68th Avenue	30 feet
SW 68th Avenue (south of Pacific Highway)	30 feet
SW 70th Avenue (south of Pacific Highway)	30 feet
SW 72nd Avenue	30 feet
SW 97th Avenue	30 feet
SW 98th Avenue	30 feet
SW 110th Avenue	30 feet
SW 121st Avenue	30 feet
Planned, SW Dartmouth to Pfaffle connection	30 feet
Planned, SW Hampton to 69th (westerly loop road)	30 feet

3.— The minimum yard requirement shall be increased in the event a yard abuts a street having a right-of-way width less than required by its functional classification on the City's transportation plan map and, in such case, the setback shall be not less than the setback required by the zone plus one-half of the projected road width as shown on the transportation map.

~~4.— The minimum distance from the wall of any structure to the centerline of an abutting street, however, shall not be less than 25 feet plus the yard required by the zone. This provision shall not apply to rights of way of 50 feet or greater in width.~~

B. Distance between multi-family residential structure and other structures on site.

1. To provide privacy, light, air, and access to the multiple and attached residential dwellings within a development, the following separations shall apply:
 - a. Buildings with windowed walls facing buildings with windowed walls shall have a 25-foot separation;
 - b. Buildings with windowed walls facing buildings with a blank wall shall have a 15-foot separation;
 - c. Buildings with opposing blank walls shall have a 10-foot separation;
 - d. Building separation shall also apply to buildings having projections such as balconies, bay windows and room projections; and
 - e. Buildings with courtyards to maintain separation of opposing walls as listed in Subsections 1-3 above for walls in separate buildings.

2. Where buildings exceed a horizontal dimension of 60 feet or exceed 30 feet in height, the minimum wall separation shall be one foot for each 15 feet of building length over 50 feet and two feet for each 10 feet of building height over 30 feet.
3. Driveways, parking lots, and common or public walkways shall maintain the following separation for dwelling units within eight feet of the ground level:
 - a. Driveways and parking lots shall be separated from windowed walls by at least eight feet; walkways running parallel to the face of the structures shall be separated by at least five feet; and
 - b. Driveways and parking lots shall be separated from living room windows by at least 10 feet; walkways running parallel to the face of the structure shall be separated by at least seven feet.
- C. When no yard setback is required. In zoning districts where a side yard or a rear yard setback is not required, a structure which is not to be built on the property line shall be set back from the property line by a distance in accordance with the Uniform Building Code requirements.

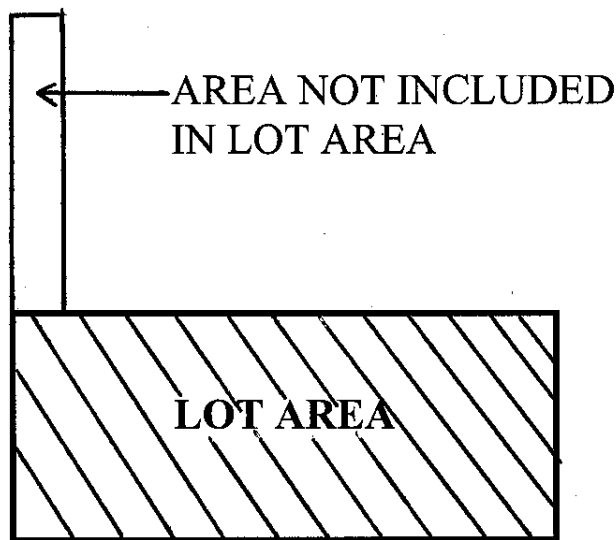
18.730.050 Miscellaneous Requirements and Exceptions

- A. When abutting properties have non-conforming front setbacks. If there are dwellings on both abutting lots with front yard depths less than the required depth for the zone, the depth of the front yard for the intervening lot need not exceed the average depth of the front yards of the abutting lots.
- B. When one abutting property has a non-conforming front setback. If there is a dwelling on one abutting lot with a front yard of less depth than the required depth for the zone, the front yard for the lot need not exceed a depth one-half way between the depth of the abutting lot and the required front yard depth.
- C. Storage in front yard. Boats, trailers, campers, camper bodies, house trailers, recreation vehicles or commercial vehicles in excess of 3/4 ton capacity may be stored in a required front yard in a residential zone subject to the following:
 1. No such unit shall be parked in a visual clearance area of a corner lot or in the visual clearance area of a driveway which would obstruct vision from an adjacent driveway or street;
 2. No such unit shall be used for dwelling purposes except that one camper, house trailer or recreational vehicle may be used for sleeping purposes only by friends, relatives or visitors on land entirely owned by or leased to the host person for a period not to exceed 14 days in one calendar year, provided that such unit shall not be connected to any utility, other than temporary electricity hookups and provided that the host person shall receive no compensation for such occupancy or use;
 3. Any such unit parked in the front yard shall have current state license plates or registration and must be kept in mobile condition.
- D. Projections into required yards.

1. Cornices, eaves, belt courses, sills, canopies or similar architectural features may extend or project into a required yard not more than 36 inches provided the width of such yard is not reduced to less than three feet;
2. Fireplace chimneys may project into a required front, side or rear yard not more than three feet provided the width of such yard is not reduced to less than three feet;
3. Open porches, decks or balconies not more than 36 inches in height and not covered by a roof or canopy, may extend or project into a required rear or side yard provided such natural yard area is not reduced to less than three feet and the deck is screened from abutting properties. Porches may extend into a required front yard not more than 36 inches;
4. Unroofed landings and stairs may project into required front or rear yards only.

E. Lot area for flag lots.

1. The lot area for a flag lot shall comply with the lot area requirements of the applicable zoning district;
2. The lot area shall be provided entirely within the building site area exclusive of any accessway (see figure following).



- F. Front yard determination. The owner or developer of a flag lot may determine the location of the front yard, provided no side yard setback area is less than 10 feet and provided the requirements of Section 18.730.010C, Building Heights and Flag Lots, are satisfied.

Chapter 18.810
STREET AND UTILITY IMPROVEMENT STANDARDS

Sections:

18.810.010	Purpose
18.810.020	General Provisions
18.810.030	Streets
18.810.040	Blocks
18.810.050	Easements
18.810.060	Lots
18.810.070	Sidewalks
18.810.080	Public Use Areas
18.810.090	Sanitary Sewers
18.810.100	Storm Drainage
18.810.110	Bikeways and Pedestrian Pathways
18.810.120	Utilities
18.810.130	Cash or Bond Required
18.810.140	Monuments
18.810.150	Installation Prerequisite
18.810.160	Installation Conformation
18.810.170	Plan Check
18.810.180	Notice to City
18.810.190	City Inspection
18.810.200	Engineer's Certification
18.810.210	Completion Requirements

18.810.010 Purpose

- A. Purpose. The purpose of this chapter is to provide construction standards for the implementation of public and private facilities and utilities such as streets, sewers, and drainage.

18.810.020 General Provisions

- A. When standards apply. Unless otherwise provided, construction, reconstruction or repair of streets, sidewalks, curbs and other public improvements shall occur in accordance with the standards of this title. No development may occur and no land use application may be approved unless the public facilities related to development comply with the public facility requirements established in this section and adequate public facilities are available. Applicants may be required to dedicate land and build required public improvements only when the required exaction is directly related to and roughly proportional to the impact of the development.
- B. Standard specifications. The City Engineer shall establish standard specifications consistent with the application of engineering principles.
- C. Section 7.40 applies. The provision of Section 7.40 of the Tigard Municipal Code shall apply to this chapter.
- D. Adjustments. Adjustments to the provisions in this chapter related to street improvements may be granted by means of a Type II procedure, as governed by Section 18.390.040, using approval criteria in Section 18.370.030 C9. (Ord. 99-22)
- E. Except as provided in Section 18.810.030S, as used in this chapter, the term "streets" shall mean

"public streets" unless an adjustment under Section 18.810.020.D is allowed. (Ord. 99-22)

18.810.030 Streets

A. Improvements.

1. No development shall occur unless the development has frontage or approved access to a public street.
2. No development shall occur unless streets within the development meet the standards of this chapter.
3. No development shall occur unless the streets adjacent to the development meet the standards of this chapter, provided, however, that a development may be approved if the adjacent street does not meet the standards but half-street improvements meeting the standards of this title are constructed adjacent to the development.
4. Any new street or additional street width planned as a portion of an existing street shall meet the standards of this chapter;
5. If the City could and would otherwise require the applicant to provide street improvements, the City Engineer may accept a future improvements guarantee in lieu of street improvements if one or more of the following conditions exist:
 - a. A partial improvement is not feasible due to the inability to achieve proper design standards;
 - b. A partial improvement may create a potential safety hazard to motorists or pedestrians;
 - c. Due to the nature of existing development on adjacent properties it is unlikely that street improvements would be extended in the foreseeable future and the improvement associated with the project under review does not, by itself, provide a significant improvement to street safety or capacity;
 - d. The improvement would be in conflict with an adopted capital improvement plan;
 - e. The improvement is associated with an approved land partition on property zoned residential and the proposed land partition does not create any new streets; or
 - f. Additional planning work is required to define the appropriate design standards for the street and the application is for a project which would contribute only a minor portion of the anticipated future traffic on the street.
6. The standards of this chapter include the standard specifications adopted by the City Engineer pursuant to Section 18.810.020.B.
7. The approval authority may approve adjustments to the standards of this chapter if compliance with the standards would result in an adverse impact on natural features such as wetlands, steep slopes, or existing mature trees. The approval authority may also approve adjustments to the standards of this chapter if compliance with the standards would have a substantial adverse impact on existing development or would preclude development on the property where the development is proposed. In approving an adjustment to the standards, the approval authority

shall balance the benefit of the adjustment with the impact on the public interest represented by the standards. In evaluating the impact on the public interest, the approval authority shall consider the criteria listed in Section 18.810.030 E.1. An adjustment to the standards may not be granted if the adjustment would risk public safety.

B. Creation of rights-of-way for streets and related purposes. Rights-of-way shall be created through the approval of a final subdivision plat or major partition; however, the Council may approve the creation of a street by acceptance of a deed, provided that such street is deemed essential by the Council for the purpose of general traffic circulation:

1. The Council may approve the creation of a street by deed of dedication without full compliance with the regulations applicable to subdivisions or major partitions if any one or more of the following conditions are found by the Council to be present:
 - a. Establishment of a street is initiated by the Council and is found to be essential for the purpose of general traffic circulation, and partitioning or subdivision of land has an incidental effect rather than being the primary objective in establishing the road or street for public use; or
 - b. The tract in which the road or street is to be dedicated is an isolated ownership of one acre or less and such dedication is recommended by the Commission to the Council based on a finding that the proposal is not an attempt to evade the provisions of this title governing the control of subdivisions or major partitions.
2. With each application for approval of a road or street right-of-way not in full compliance with the regulations applicable to the standards, the proposed dedication shall be made a condition of subdivision and major partition approval:
 - a. The applicant shall submit such additional information and justification as may be necessary to enable the Commission in its review to determine whether or not a recommendation for approval by the Council shall be made;
 - b. The recommendation, if any, shall be based upon a finding that the proposal is not in conflict with the purpose of this title;
 - c. The Commission in submitting the proposal with a recommendation to the Council may attach conditions which are necessary to preserve the standards of this title; and
3. All deeds of dedication shall be in a form prescribed by the City and shall name "the public," as grantee.

C. Creation of access easements. The approval authority may approve an access easement established by deed without full compliance with this title provided such an easement is the only reasonable method by which a lot large enough to develop can be created:

1. Access easements shall be provided and maintained in accordance with the Uniform Fire Code Section 10.207;
2. Access shall be in accordance with Sections 18.705.030.H and 18.705.030.I.

D. Street location, width and grade. Except as noted below, the location, width and grade of all streets shall conform to an approved street plan and shall be considered in their relation to existing and

planned streets, to topographic conditions, to public convenience and safety, and in their appropriate relation to the proposed use of the land to be served by such streets:

1. Street grades shall be approved by the City Engineer in accordance with Subsection M below; and
 2. Where the location of a street is not shown in an approved street plan, the arrangement of streets in a development shall either:
 - a. Provide for the continuation or appropriate projection of existing streets in the surrounding areas, or
 - b. Conform to a plan adopted by the Commission, if it is impractical to conform to existing street patterns because of particular topographical or other existing conditions of the land. Such a plan shall be based on the type of land use to be served, the volume of traffic, the capacity of adjoining streets and the need for public convenience and safety.
- E. Minimum rights-of-way and street widths. Unless otherwise indicated on an approved street plan, or as needed to continue an existing improved street, street right-of-way and roadway widths shall not be less than the minimum width described below. Where a range is indicated, the width shall be determined by the decision-making authority based upon anticipated average daily traffic (ADT) on the new street segment. (The City Council may adopt by resolution, design standards for street construction and other public improvements. The design standards will provide guidance for determining improvement requirements within the specified ranges.) These are presented in Table 18.810.1.
1. The decision-making body shall make its decision about desired right-of-way width and pavement width of the various street types within the subdivision or development after consideration of the following:
 - a. The type of road as set forth in the Comprehensive Plan Transportation Chapter - Functional Street Classification;
 - b. Anticipated traffic generation;
 - c. On-street parking needs;
 - d. Sidewalk and bikeway requirements;
 - e. Requirements for placement of utilities;
 - f. Street lighting;
 - g. Drainage and slope impacts;
 - h. Street tree location;
 - i. Planting and landscape areas;
 - j. Safety and comfort for motorists, bicyclists, and pedestrians;
 - k. Access needs for emergency vehicles.

**TABLE 18.810.1
MINIMUM RIGHTS-OF-WAY AND STREET WIDTHS**

Type of Street	Right-of-Way Width (feet)	Roadway Width (feet)	Moving Lanes
Arterial	60'-90'	42' /lane	2-4
Major Collector	60'-80'	44'	2-4
Minor Collector	60'	40'	2-3
Local Street - Commercial and Industrial	50'	34'	2
Residential Access Streets			
a. Through street with:			
Less Than 1500 ADT	50'	32'	2
Less Than 500 ADT	46'	28'	1-2
Less Than 200 ADT	42'	24'	1-2
b. Cul-de-sac dead-end streets:			
Less Than 500 ADT	46'	28'	1-2
Less Than 200 ADT	42'	24'	1-2
(Cul-de-sacs shall be no more than 200 feet long and serve no more than 20 dwelling units)			
Turn-Arounds for Dead-end Streets in Industrial and Commercial Zones Only	50' radius	42' radius	1
Turn-Arounds for Cul-de-sac Dead-End Streets in Residential Zones Only	47' radius	40' radius	1
Alley: Residential	16'	16'	
Alley: Business or Industrial	20'	20'	

Table 18.810.1

Minimum Widths for Street Characteristics

<u>Type of Street</u>	<u>Right-of-Way Width (Ft)</u>	<u>Paved Width (Ft)</u>	<u>Number of Lanes</u>	<u>Min. Lane Width (Ft)</u>	<u>On-street Parking Width (Ft)</u>	<u>Bike Lane Width (Ft)</u>	<u>Sidewalk Width (Ft)</u>	<u>Landscape Strip Width (Ft) (exclusive of curb)</u>	<u>Median Width (Ft)</u>
<u>Arterial</u>	<u>64'-128'</u>	<u>Varies</u>	<u>2 - 7 (Refer to TSP)</u>	<u>12'</u>	<u>N/A</u>	<u>6' (New Streets)</u> <u>5'-6' (Existing Streets)</u>	<u>8' (Res. & Ind. Zones)</u> <u>10' (Comm. Zones)</u>	<u>5'</u>	<u>12'⁽¹⁾</u>
<u>Collector</u>	<u>58'-96'</u>	<u>Varies</u>	<u>2 - 5 (Refer to TSP)</u>	<u>11'</u>	<u>N/A</u>	<u>6' (New Streets)</u> <u>5'-6' (Existing Streets)</u>	<u>6' (Res. & Ind. Zones)</u> <u>8' (Comm. Zones)</u>	<u>5'</u>	<u>12'⁽¹⁾</u>
<u>Neighborhood Route</u>	<u>50'-58'</u>	<u>28'-36'</u>	<u>2</u>	<u>10'</u>	<u>8'</u>	<u>5'-6'</u>	<u>5'-6'⁽²⁾</u>	<u>5'</u>	<u>N/A</u>
<u>Local:</u>									
<u>Industrial/Commercial</u>	<u>50'</u>	<u>36'</u>	<u>2</u>			<u>N/A</u>	<u>5'-6'⁽²⁾</u>	<u>5'</u>	<u>N/A</u>
<u>Local: Residential</u>									<u>N/A</u>
• <u>Under 1500 ADT</u>	<u>54'/50'⁽³⁾</u>	<u>32'/28'⁽³⁾</u>	<u>2</u>		<u>8' (both sides)</u>	<u>N/A</u>	<u>5'-6'⁽²⁾</u>	<u>5'</u>	
• <u>Under 500 ADT</u>	<u>50'/46'⁽³⁾</u>	<u>28'/24'⁽³⁾</u>	<u>2</u>		<u>8' (one side)</u>	<u>N/A</u>			
• <u>Under 200 ADT</u>	<u>46'/42'⁽³⁾</u>	<u>24'/20'⁽³⁾</u>	<u>2</u>		<u>(No Parking)</u>	<u>N/A</u>			
<u>Cul-de-sac bulbs in Industrial and Commercial zones</u>	<u>50' radius</u>	<u>42' radius</u>	<u>N/A</u>	<u>N/A</u>		<u>N/A</u>			<u>N/A</u>
<u>Cul-de-sac bulbs in Residential zones</u>	<u>47' radius</u>	<u>40' radius</u>	<u>N/A</u>	<u>N/A</u>		<u>N/A</u>		<u>N/A</u>	<u>N/A</u>
<u>Alley: Residential</u>	<u>16'</u>	<u>16'</u>			<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Alley: Business</u>	<u>20'</u>	<u>20'</u>			<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

¹ Medians required for 5 and 7 lane roadways. They are optional for 3 lane roadways.

² Sidewalk widths for these streets shall be 5 ft with landscape strip; 6 ft if against curb (if permitted in accordance with 18.810.070.C).

³ "Skinny Street" roadway widths are permitted where cross section and review criteria are met. Refer to corresponding cross sections (Figures 18.810.3, 18.810.4 and 18.810.5) for details and conditions.

Figure 18.810.1
 Arterials Sample Cross Sections

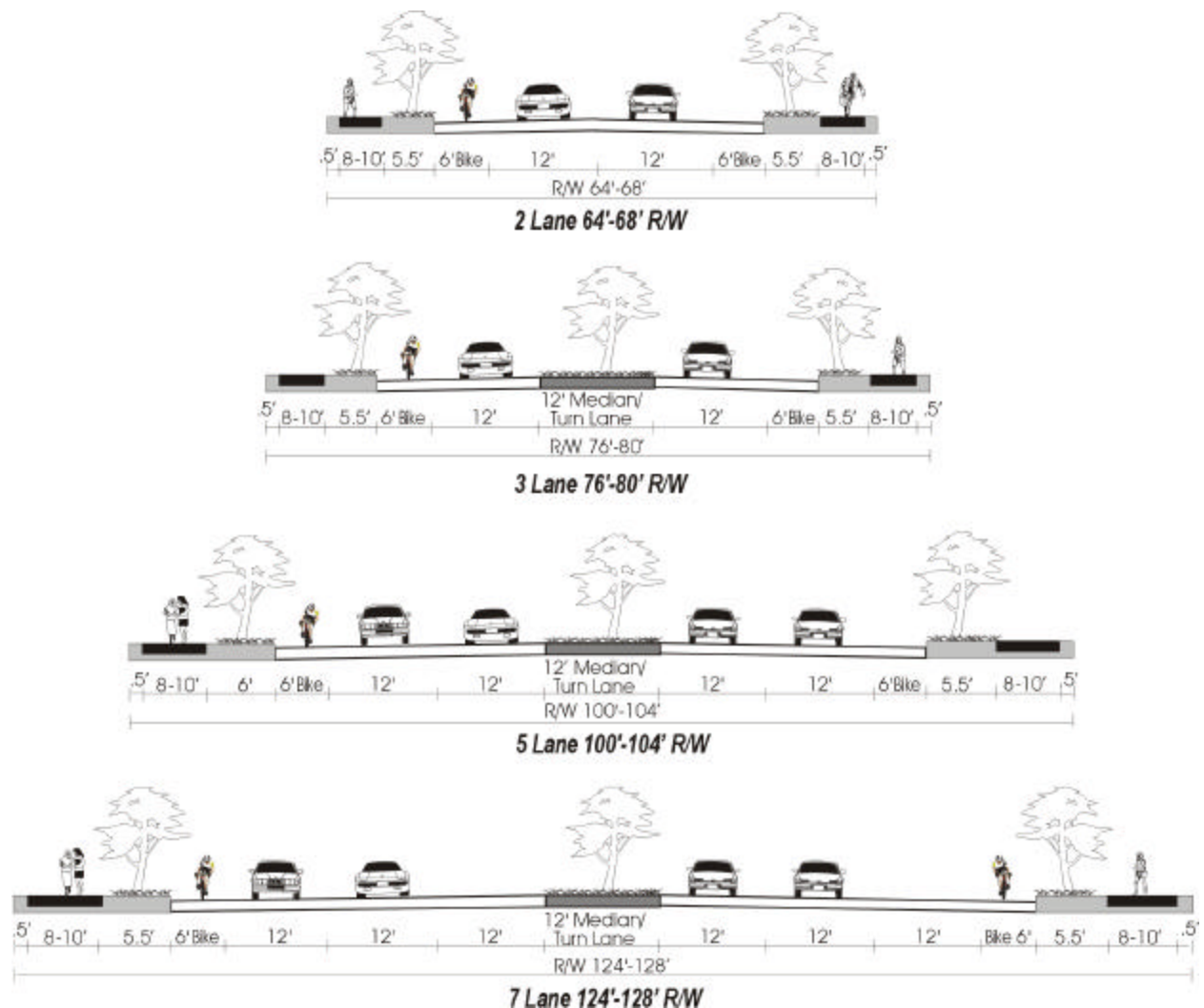


Figure 18.810.2
Collector Sample Cross Sections

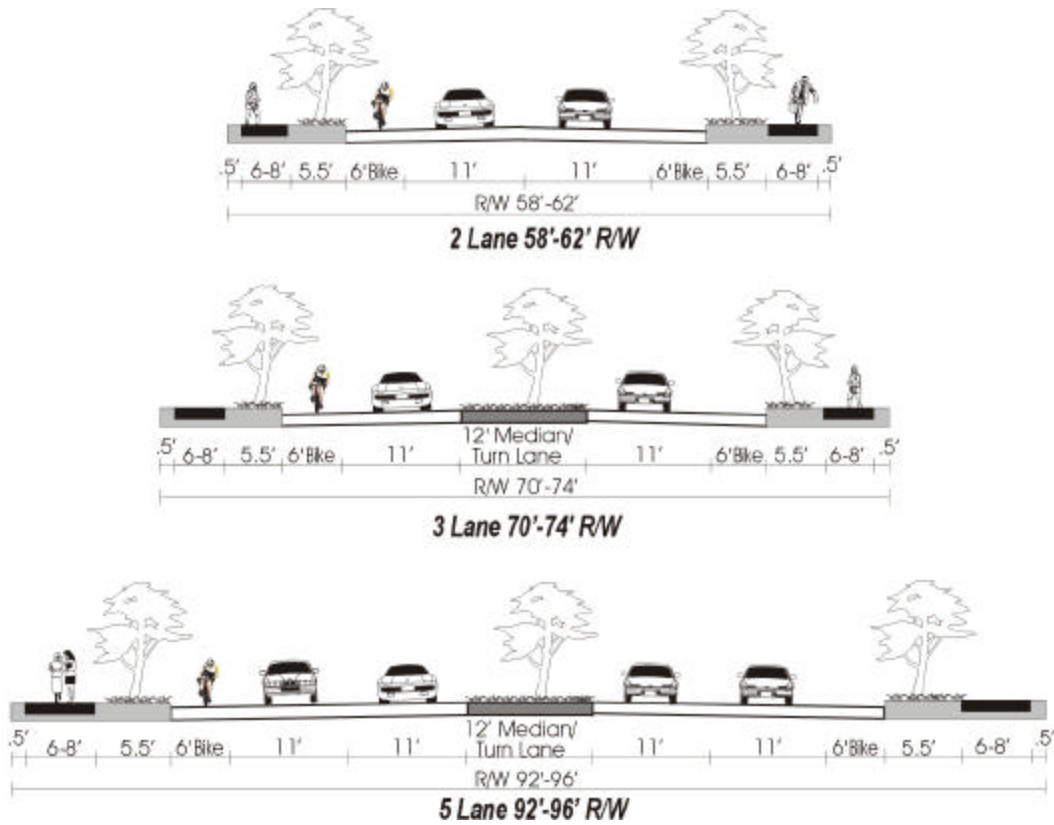


Figure 18.810.3
Neighborhood Routes
Sample Cross Sections

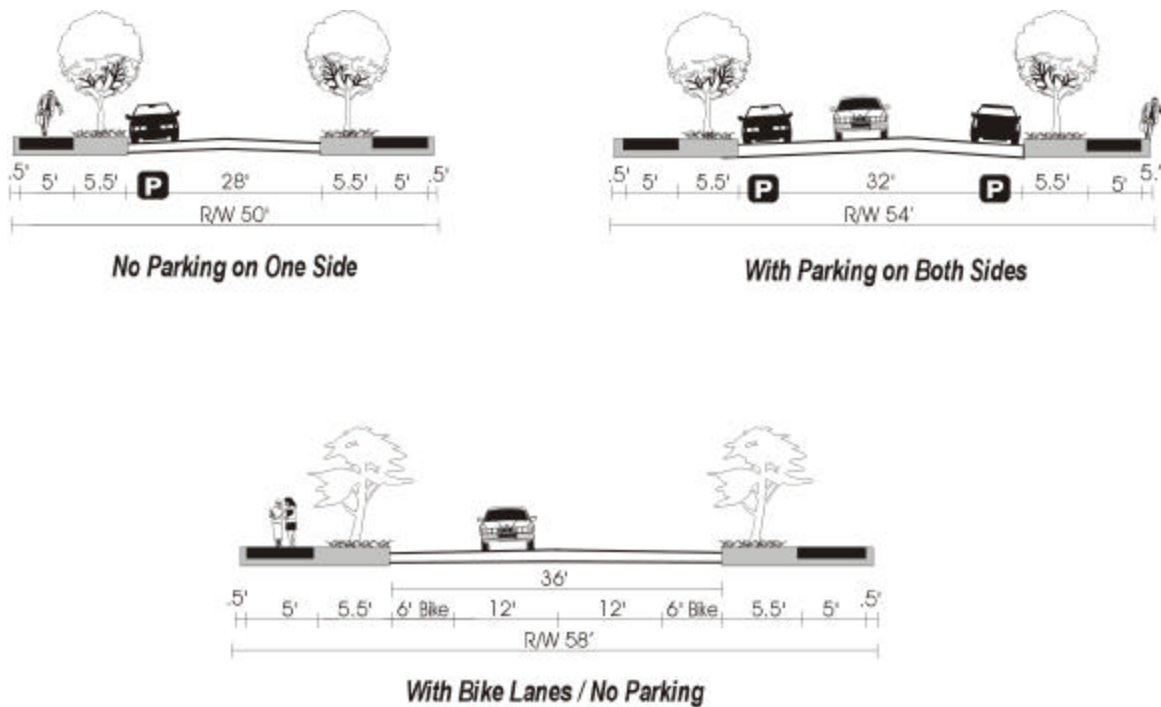


Figure 18.810.4
Local Residential Streets - <1,500 vpd

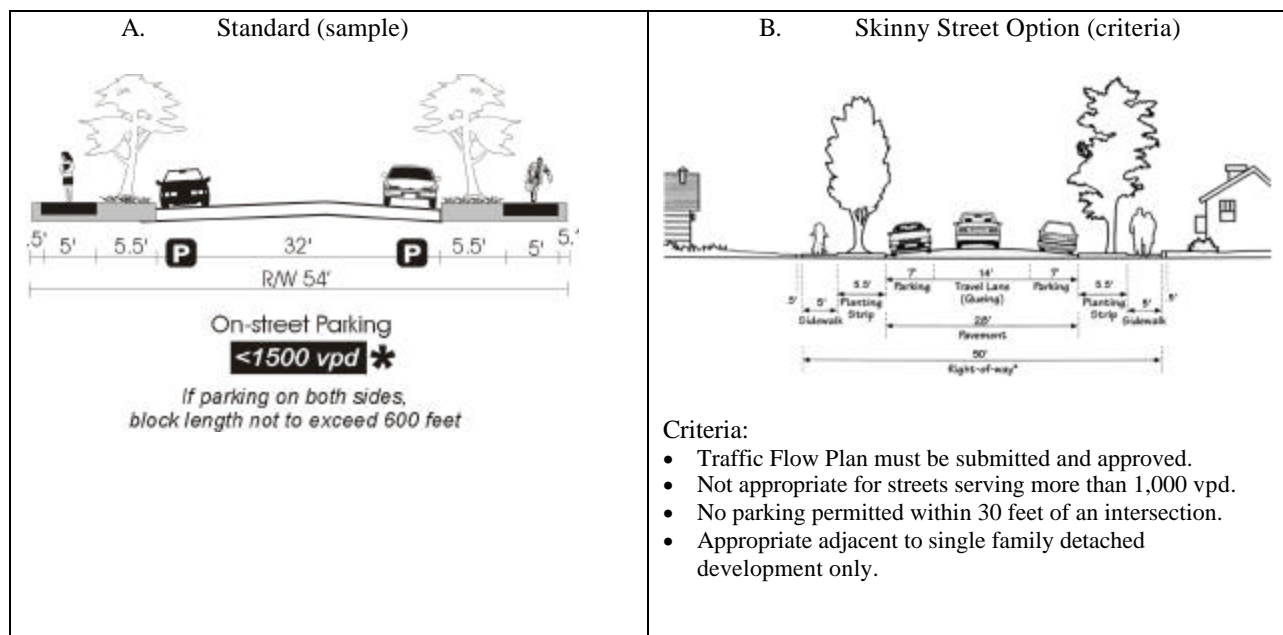


Figure 18.810.5
Local Residential Streets < 500 vpd

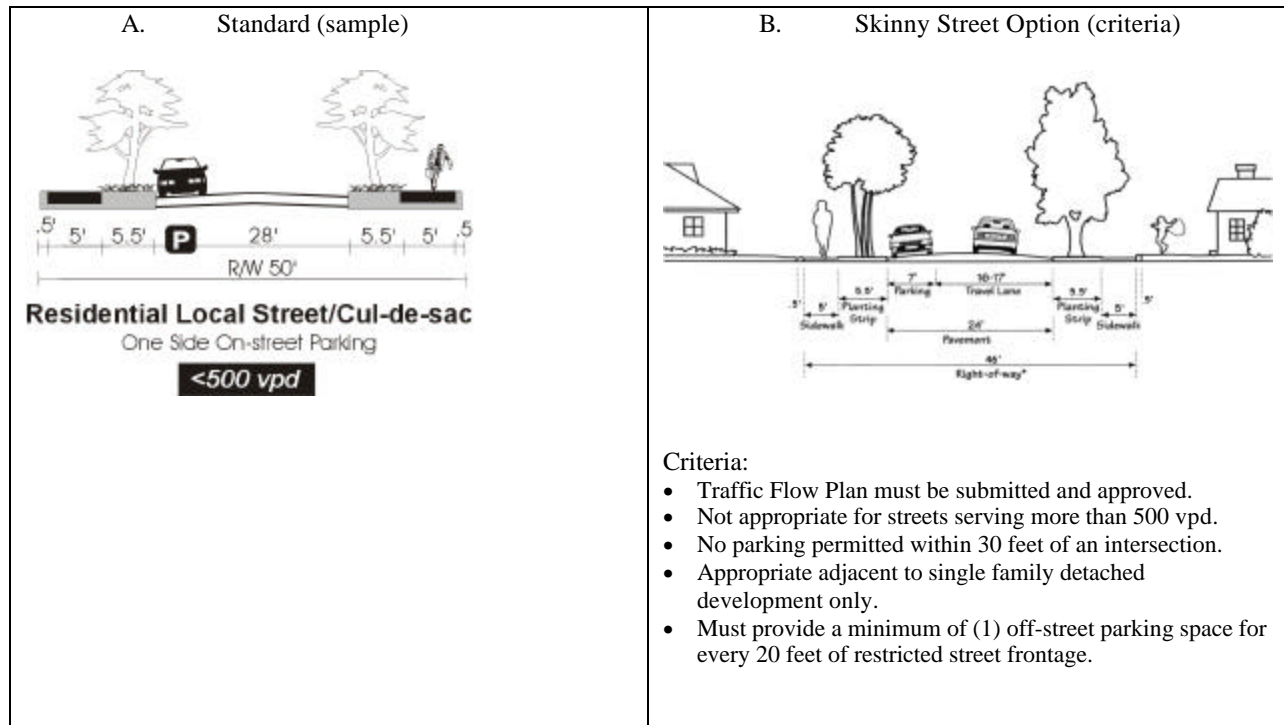
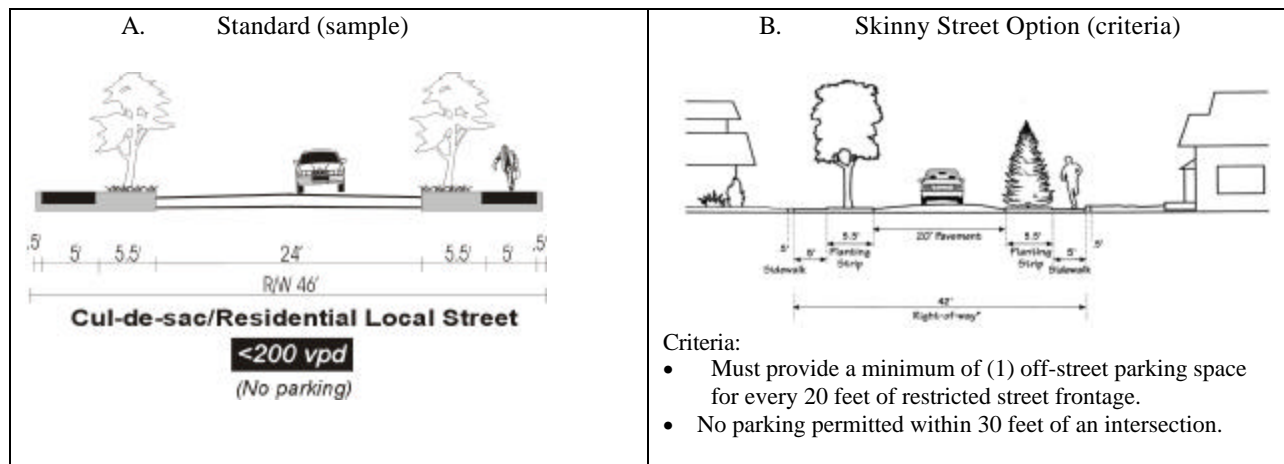


Figure 18.810.6
Local Residential Street < 200 vpd



F. Future street plan and extension of streets.

1. A future street plan shall:

- Be filed by the applicant in conjunction with an application for a subdivision or partition. The plan shall show the pattern of existing and proposed future streets from the boundaries of the proposed land division and shall include other parcels within 530 feet surrounding and adjacent to the proposed land division. At the applicant's request, the City ~~shall~~ may prepare a future streets proposal. Costs of the City preparing a future streets proposal shall be

- reimbursed for the time involved. A street proposal may be modified when subsequent subdivision proposals are submitted.
- b. Identify existing or proposed bus routes, pullouts or other transit facilities, bicycle routes and pedestrian facilities on or within 530 feet of the site.
2. Where necessary to give access or permit a satisfactory future division of adjoining land, streets shall be extended to the boundary lines of the tract to be developed, and
 - a. These extended streets or street stubs to adjoining properties are not considered to be culs-de-sac since they are intended to continue as through streets at such time as the adjoining property is developed.
 - b. A barricade shall be constructed at the end of the street by the property owners which shall not be removed until authorized by the City Engineer, the cost of which shall be included in the street construction cost.
 - c. Temporary hammerhead turnouts or temporary cul-de-sac bulbs shall be constructed for stub street in excess of 150 feet in length.

G. Street spacing and access management. Refer to 18.705.030.H.

GH. Street alignment and connections.

1. Full street connections with spacing of no more than 530 feet between connections is required except where prevented by barriers such as topography, railroads, freeways, pre-existing developments, lease provisions, easements, covenants or other restrictions existing prior to May 1, 1995 which preclude street connections. A full street connection may also be exempted due to a regulated water feature if regulations would not permit construction.
- ~~1. Staggering of streets making "T" intersections at collectors and arterials shall not be designed so that jogs of less than 300 feet on such streets are created, as measured from the centerline of such street.~~
- ~~2. Spacing between local street intersections shall have a minimum separation of 125 feet.~~
23. All local and minor, neighborhood routes and collector streets which abut a development site shall be extended within the site to provide through circulation when not precluded by environmental or topographical constraints, existing development patterns or strict adherence to other standards in this code. A street connection or extension is considered precluded when it is not possible to redesign or reconfigure the street pattern to provide required extensions. Land is considered topographically constrained if the slope is greater than 15% for a distance of 250 feet or more. In the case of environmental or topographical constraints, the mere presence of a constraint is not sufficient to show that a street connection is not possible. The applicant must show why the constraint precludes some reasonable street connection.
34. Proposed street or street extensions shall be located to provide direct access to existing or planned transit stops, commercial services, and other neighborhood facilities, such as schools, shopping areas and parks.
45. All developments should provide an internal network of connecting streets that provide short, direct travel routes and minimize travel distances within the development.

HI. Intersection angles. Streets shall be laid out so as to intersect at an angle as near to a right angle as practicable, except where topography requires a lesser angle, but in no case shall the angle be less than 75° unless there is special intersection design, and:

1. Streets shall have at least 25 feet of tangent adjacent to the right-of-way intersection unless topography requires a lesser distance;
2. Intersections which are not at right angles shall have a minimum corner radius of 20 feet along the right-of-way lines of the acute angle; and
3. Right-of-way lines at intersection with arterial streets shall have a corner radius of not less than 20 feet.

IJ. Existing rights-of-way. Whenever existing rights-of-way adjacent to or within a tract are of less than standard width, additional rights-of-way shall be provided at the time of subdivision or development.

JK. Partial Street Improvements. Partial street improvements resulting in a pavement width of less than 20 feet; while generally not acceptable, may be approved where essential to reasonable development when in conformity with the other requirements of these regulations, and when it will be practical to require the improvement of the other half when the adjoining property developed.

KL. Culs-de-sacs. A cul-de-sac shall be no more than 200 feet long shall not provide access to greater than 20 dwelling units, and shall only be used when environmental or topographical constraints, existing development pattern, or strict adherence to other standards in this code preclude street extension and through circulation:

1. All culs-de-sac shall terminate with a turnaround. Use of turnaround configurations other than circular, shall be approved by the City Engineer; and
2. The length of the cul-de-sac shall be measured from the centerline intersection point of the two streets to the radius point of the bulb, along the centerline of the roadway from the near side of the intersecting street to the farthest point of the cul-de-sac.
3. If a cul-de-sac is more than 300 feet long, a lighted direct pathway to an adjacent street may be required to be provided and dedicated to the City.

LM. Street names. No street name shall be used which will duplicate or be confused with the names of existing streets in Washington County, except for extensions of existing streets. Street names and numbers shall conform to the established pattern in the surrounding area and as approved by the City Engineer.

MN. Grades and curves.

1. Grades shall not exceed ten percent on arterials, 12% on collector streets, or 12% on any other street (except that local or residential access streets may have segments with grades up to 15% for distances of no greater than 250 feet), and:

~~—12. Centerline radii of curves shall be as determined by the City Engineer, not be less than 700 feet on arterials, 500 feet on major collectors, 350 feet on minor collectors, or 100 feet on other streets; and~~

~~—2. Streets intersecting with a minor collector or greater functional classification street, or streets~~

~~intended to be posted with a stop sign or signalization, shall provide a landing averaging five percent or less. Landings are that portion of the street within 20 feet of the edge of the intersecting street at full improvement.~~

NO. Curbs, curb cuts, ramps, and driveway approaches. Concrete curbs, curb cuts, wheelchair, bicycle ramps and driveway approaches shall be constructed in accordance with standards specified in this chapter and Section 15.04.080; and:

1. Concrete curbs and driveway approaches are required; except
2. Where no sidewalk is planned, an asphalt approach may be constructed with City Engineer approval; and
3. Asphalt and concrete driveway approaches to the property line shall be built to City configuration standards.

OP. Streets adjacent to railroad right-of-way. Wherever the proposed development contains or is adjacent to a railroad right-of-way, provision shall be made for a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the land. The distance shall be determined with due consideration at cross streets or the minimum distance required for approach grades and to provide sufficient depth to allow screen planting along the railroad right-of-way in nonindustrial areas.

PQ. Access to arterials and ~~major~~ collectors. Where a development abuts or is traversed by an existing or proposed arterial or ~~major~~ collector street, the development design shall provide adequate protection for residential properties and shall separate residential access and through traffic, or if separation is not feasible, the design shall minimize the traffic conflicts. The design shall include any of the following:

1. A parallel access street along the arterial or ~~major~~ collector;
2. Lots of suitable depth abutting the arterial or ~~major~~ collector to provide adequate buffering with frontage along another street;
3. Screen planting at the rear or side property line to be contained in a nonaccess reservation along the arterial or ~~major~~ collector; or
4. Other treatment suitable to meet the objectives of this subsection;
5. If a lot has access to two streets with different classifications, primary access should be from the lower classification street.

QR. Alleys, public or private.

1. Alleys shall be no less than 20 feet in width. In commercial and industrial districts, alleys shall be provided unless other permanent provisions for access to off-street parking and loading facilities are made.
2. While alley intersections and sharp changes in alignment shall be avoided, the corners of necessary alley intersections shall have a radius of not less than 12 feet.

RS. Survey monuments. Upon completion of a street improvement and prior to acceptance by the City, it

shall be the responsibility of the developer's registered professional land surveyor to provide certification to the City that all boundary and interior monuments shall be reestablished and protected.

ST. Private Streets.

1. Design standards for private streets shall be established by the City Engineer; and
2. The City shall require legal assurances for the continued maintenance of private streets, such as a recorded maintenance agreement.
3. Private streets serving more than six dwelling units are permitted only within planned developments, mobile home parks, and multi-family residential developments.

TU. Railroad crossings. Where an adjacent development results in a need to install or improve a railroad crossing, the cost for such improvements may be a condition of development approval, or another equitable means of cost distribution shall be determined by the public works Director and approved by the Commission.

UV. Street signs. The City shall install all street signs, relative to traffic control and street names, as specified by the City Engineer for any development. The cost of signs shall be the responsibility of the developer.

W. Mailboxes. Joint mailbox facilities shall be provided in all residential developments, with each joint mailbox serving at least two dwelling units.

1. Joint mailbox structures shall be placed adjacent to roadway curbs;
2. Proposed locations of joint mailboxes shall be designated on a copy of the preliminary plat or development plan, and shall be approved by the City Engineer/US Post Office prior to final plan approval; and
3. Plans for the joint mailbox structures to be used shall be submitted for approval by the City Engineer/US Post Office prior to final approval.

WX. Traffic signals. The location of traffic signals shall be noted on approved street plans. Where a proposed street intersection will result in an immediate need for a traffic signal, a signal meeting approved specifications shall be installed. The cost shall be included as a condition of development.

XY. Street light standards. Street lights shall be installed in accordance with regulations adopted by the City's direction.

YZ. Street name signs. Street name signs shall be installed at all street intersections. Stop signs and other signs may be required.

ZAA. Street cross-sections. The final lift of asphalt concrete pavement shall be placed on all new constructed public roadways prior to final City acceptance of the roadway and within one year of the conditional acceptance of the roadway unless otherwise approved by the City Engineer. The final lift shall also be placed no later than when 90% of the structures in the new development are completed or three years from the commencement of initial construction of the development, whichever is less.

1. Sub-base and leveling course shall be of select crushed rock;

2. Surface material shall be of Class C or B asphaltic concrete;
3. The final lift shall be placed on all new construction roadways prior to City final acceptance of the roadway; however, not before 90% of the structures in the new development are completed unless three years have elapsed since initiation of construction in the development;
4. The final lift shall be Class C asphaltic concrete as defined by A.P.W.A. standard specifications; and
5. No lift shall be less than 1-1/2 inches in thickness. (Ord. 99-22)

AB Traffic Calming. When, in the opinion of the City Engineer, the proposed development will create a negative traffic condition on existing neighborhood streets, such as excessive speeding, the developer may be required to provide traffic calming measures. These measures may be required within the development and/or offsite as deemed appropriate. As an alternative, the developer may be required to deposit funds with the City to help pay for traffic calming measures that become necessary once the development is occupied and the City Engineer determines that the additional traffic from the development has triggered the need for traffic calming measures. The City Engineer will determine the amount of funds required, and will collect said funds from the developer prior to the issuance of a certificate of occupancy, or in the case of subdivision, prior to the approval of the final plat. The funds will be held by the City for a period of five (5) years from the date of issuance of certificate of occupancy, or in the case of a subdivision, the date of final plat approval. Any funds not used by the City within the five-year time period will be refunded to the developer.

AC. Traffic study

1. A traffic study shall be required for all new or expanded uses or developments under any of the following circumstances:
 - a. when they generate a 10% or greater increase in existing traffic to high collision intersections identified by Washington County.
 - b. Trip generations from development onto the City street at the point of access and the existing ~~adt~~ADT fall within the following ranges:

<u>Existing ADT</u>	<u>ADT to be added by development</u>
<u>0-3,000 vpd</u>	<u>2,000 vpd</u>
<u>3,001-6,000 vpd</u>	<u>1,000vpd</u>
<u>>6,000 vpd</u>	<u>500 vpd or more</u>

- c. If any of the following issues become evident to the City engineer:
 - (1) High traffic volumes on the adjacent roadway that may affect movement into or out of the site,
 - (2) Lack of existing left-turn lanes onto the adjacent roadway at the proposed access drive(s)
 - (3) Inadequate horizontal or vertical sight distance at access points
 - (4) The proximity of the proposed access to other existing drives or intersections is a potential hazard
 - (5) The proposal requires a conditional use permit or involves a drive-through operation
 - (6) The proposed development may result in excessive traffic volumes on adjacent local streets.
2. In addition, a traffic study may be required for all new or expanded uses or developments under any of the following circumstances:
 - a. when the site is within 500 feet of an ODOT facility and/or
 - b. trip generation from a development adds 300 or more vehicle trips per day to an ODOT facility

and/or

c. trip generation from a development adds 50 or more peak hour trips to an ODOT facility.

18.810.040 Blocks

- A. Block Design. The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated, consideration of needs for convenient access, circulation, control and safety of street traffic and recognition of limitations and opportunities of topography.
- B. Sizes.
1. The perimeter of blocks formed by streets shall not exceed 2,000~~1,800~~ feet measured along the centerline of the streets~~right-of-way line~~ except:
 - a. Where street location is precluded by natural topography, wetlands or other bodies of water, or pre-existing development; or
 - b. For blocks adjacent to arterial streets, limited access highways, ~~major~~ collectors or railroads.
 - c. For non-residential blocks in which internal public circulation provides equivalent access.
 2. Bicycle and pedestrian connections on public easements or right-of-ways shall be provided when full street connection is ~~not possible~~exempted by B.1 above. Spacing between connections shall be no more than 330 feet, except where precluded by environmental or topographical constraints, existing development patterns, or strict adherence to other standards in the code.

18.810.050 Easements

- A. Easements. Easements for sewers, drainage, water mains, electric lines or other public utilities shall be either dedicated or provided for in the deed restrictions, and where a development traversed by a watercourse, or drainageway, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of the watercourse.
- B. Utility easements. A property owner proposing a development shall make arrangements with the City, the applicable district and each utility franchise for the provision and dedication of utility easements necessary to provide full services to the development. The City's standard width for public main line utility easements shall be 15 feet unless otherwise specified by the utility company, applicable district, or City Engineer.

18.810.060 Lots

- A. Size and shape. Lot size, width, shape and orientation shall be appropriate for the location of the development and for the type of use contemplated, and:
1. No lot shall contain part of an existing or proposed public right-of-way within its dimensions;
 2. The depth of all lots shall not exceed 2-1/2 times the average width, unless the parcel is less than 1-1/2 times the minimum lot size of the applicable zoning district;
 3. Depth and width of properties zoned for commercial and industrial purposes shall be adequate to provide for the off-street parking and service facilities required by the type of use proposed.

- B. Lot frontage. Each lot shall abut upon a public or private street, other than an alley, for a width of at least 25 feet unless the lot is created through a minor land partition in which case Subsection 18.162.050 (C) applies, or unless the lot is for an attached single-family dwelling unit, in which case the lot frontage shall be at least 15 feet.
- C. Through lots. Through lots shall be avoided except where they are essential to provide separation of residential development from major traffic arterials or to overcome specific disadvantages of topography and orientation, and:
 - 1. A planting buffer at least ten feet wide is required abutting the arterial rights-of-way; and
 - 2. All through lots shall provide the required front yard setback on each street.
- D. Lot side lines. The side lines of lots, as far as practicable, shall be at right angles to the street upon which the lots front.
- E. Large lots. In dividing tracts into large lots or parcels which at some future time are likely to be redivided, the Commission may require that the lots be of such size and shape, and be so divided into building sites, and contain such site restrictions as will provide for the extension and opening of streets at intervals which will permit a subsequent division of any tract into lots or parcels of smaller size. The land division shall be denied if the proposed large development lot does not provide for the future division of the lots and future extension of public facilities.

18.810.070 Sidewalks

A. A.—Sidewalks. All industrial streets and private streets shall have sidewalks meeting City standards along at least one side of the street. All other streets shall have sidewalks meeting City standards along both sides of the street. A development may be approved if an adjoining street has sidewalks on the side adjoining the development, even if no sidewalk exists on the other side of the street

B. Requirement of developers

1. As part of any development proposal, or change in use resulting in an additional 1,000 vehicle trips or more per day, an applicant shall be required to identify direct, safe (1.25 x the straight line distance) pedestrian routes within 1/2 mile of their site to all transit facilities and Neighborhood Activity Centers (schools, parks, libraries, etc.). In addition, the developer may be required to participate in the removal of any gaps in the pedestrian system off-site if justified by the development.

2. If there is an existing sidewalk, on the same side of the street as the development, within 300 feet of a development site in either direction, the sidewalk shall be extended from the site to meet the existing sidewalk, subject to rough proportionality (even if the sidewalk does not serve a neighborhood activity center).

BC. Planter strip requirements. A planter strip separation of at least five feet between the curb and the sidewalk shall be required in the design of any arterial or collector streets where parking is prohibited adjacent to the curb, except where the following conditions exist: there is inadequate right-of-way; the curbside sidewalks already exist on predominant portions of the street; or it would conflict with the utilities, there are significant natural features (large trees, water features, etc) that would be destroyed if the sidewalk were located as required, or where there are existing structures in close proximity to the street (15 feet or less). Additional consideration for exempting the planter strip requirement may be given on a case by case basis if a property abuts more than one street frontage.

ED. Sidewalks in central business district. In the central business district, sidewalks shall be 10 feet in width, and:

1. All sidewalks shall provide a continuous unobstructed path; and
2. The width of curbside sidewalks shall be measured from the back of the curb.

DE. Maintenance. Maintenance of sidewalks, curbs, and planter strips is the continuing obligation of the adjacent property owner.

EF. Application for permit and inspection. If the construction of a sidewalk is not included in a performance bond of an approved subdivision or the performance bond has lapsed, then every person, firm or corporation desiring to construct sidewalks as provided by this chapter, shall, before entering upon the work or improvement, apply for a street opening permit to the Engineering department to so build or construct:

1. An occupancy permit shall not be issued for a development until the provisions of this section are satisfied.
2. The City Engineer may issue a permit and certificate allowing temporary noncompliance with the provisions of this section to the owner, builder or contractor when, in his opinion, the construction of the sidewalk is impractical for one or more of the following reasons:
 - a. Sidewalk grades have not and cannot be established for the property in question within a reasonable length of time;
 - b. Forthcoming installation of public utilities or street paving would be likely to cause severe damage to the new sidewalk;
 - c. Street right-of-way is insufficient to accommodate a sidewalk on one or both sides of the street; or
 - d. Topography or elevation of the sidewalk base area makes construction of a sidewalk impractical or economically infeasible; and
3. The City Engineer shall inspect the construction of sidewalks for compliance with the provision set forth in the standard specifications manual.

FG. Council initiation of construction. In the event one or more of the following situations are found by the Council to exist, the Council may adopt a resolution to initiate construction of a sidewalk in accordance with City ordinances:

1. A safety hazard exists for children walking to or from school and sidewalks are necessary to eliminate the hazard;
2. A safety hazard exists for pedestrians walking to or from a public building, commercial area, place of assembly or other general pedestrian traffic, and sidewalks are necessary to eliminate the hazard;
3. 50% or more of the area in a given block has been improved by the construction of dwellings, multiple dwellings, commercial buildings or public buildings and/or parks; and

4. A criteria which allowed noncompliance under Section E.1.b above no longer exists and a sidewalk could be constructed in conformance with City standards. (Ord. 99-22)

18.810.080 Public Use Areas

A. Dedication requirements.

1. Where a proposed park, playground or other public use shown in a development plan adopted by the City is located in whole or in part in a subdivision, the Commission may require the dedication or reservation of such area within the subdivision, provided that the reservation or dedication is roughly proportional to the impact of the subdivision on the park system.
2. Where considered desirable by the Commission in accordance with adopted comprehensive plan policies, and where a development plan of the City does not indicate proposed public use areas, the Commission may require the dedication or reservation of areas within the subdivision or sites of a character, extent and location suitable for the development of parks or other public use, provided that the reservation or dedication is roughly proportional to the impact of the subdivision on the park system.

- B. Acquisition by public agency. If the developer is required to reserve land area for a park, playground, or other public use, such land shall be acquired by the appropriate public agency within 18 months following plat approval, at a price agreed upon prior to approval of the plat, or such reservation shall be released to the subdivider. (Ord. 99-22)

18.810.090 Sanitary Sewers

- A. Sewers required. Sanitary sewers shall be installed to serve each new development and to connect developments to existing mains in accordance with the provisions set forth in Design and Construction Standards for Sanitary and Surface Water Management (as adopted by the Unified Sewerage Agency in 1996 and including any future revisions or amendments) and the adopted policies of the comprehensive plan.
- B. Sewer plan approval The City Engineer shall approve all sanitary sewer plans and proposed systems prior to issuance of development permits involving sewer service.
- C. Over-sizing. Proposed sewer systems shall include consideration of additional development within the area as projected by the Comprehensive Plan.
- D. Permits denied. Development permits may be restricted by the Commission or Hearings Officer where a deficiency exists in the existing sewer system or portion thereof which cannot be rectified within the development and which if not rectified will result in a threat to public health or safety, surcharging of existing mains, or violations of state or federal standards pertaining to operation of the sewage treatment system.

18.810.100 Storm Drainage

- A. General provisions. The Director and City Engineer shall issue a development permit only where adequate provisions for storm water and flood water runoff have been made, and:
1. The storm water drainage system shall be separate and independent of any sanitary sewerage system;

2. Where possible, inlets shall be provided so surface water is not carried across any intersection or allowed to flood any street; and
 3. Surface water drainage patterns shall be shown on every development proposal plan.
- B. Easements. Where a development is traversed by a watercourse, drainageway, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of such watercourse and such further width as will be adequate for conveyance and maintenance.
- C. Accommodation of upstream drainage. A culvert or other drainage facility shall be large enough to accommodate potential runoff from its entire upstream drainage area, whether inside or outside the development, and:
1. The City Engineer shall approve the necessary size of the facility, based on the provisions of Design and Construction Standards for Sanitary and Surface Water Management (as adopted by the Unified Sewerage Agency in 1996 and including any future revisions or amendments).
- D. Effect on downstream drainage. Where it is anticipated by the City Engineer that the additional runoff resulting from the development will overload an existing drainage facility, the Director and Engineer shall withhold approval of the development until provisions have been made for improvement of the potential condition or until provisions have been made for storage of additional runoff caused by the development in accordance with the Design and Construction Standards for Sanitary and Surface Water Management (as adopted by the Unified Sewerage Agency in 1996 and including any future revisions or amendments).

18.810.110 Bikeways and Pedestrian Pathways

A. ~~A.~~ Bikeway extension.

1. As a standard, bike lanes shall be required along all Arterial and Collector routes and where identified on the City's adopted bicycle plan in the Transportation System Plan (TSP).
2. Developments adjoining proposed bikeways identified on the City's adopted pedestrian/bikeway plan shall include provisions for the future extension of such bikeways through the dedication of easements or rights-of-way, provided such dedication is directly related to and roughly proportional to the impact of the development.
3. Any new street improvement project shall include bicycle lanes as required in this document and on the adopted bicycle plan.

- B. Cost of construction. Development permits issued for planned unit developments, conditional use permits, subdivisions and other developments which will principally benefit from such bikeways shall be conditioned to include the cost or construction of bikeway improvements in an amount roughly proportional to the impact of the development.

C. Minimum width.

1. Minimum width for bikeways within the roadway is five feet per bicycle travel lane.
2. Minimum width ~~for two-way bikeways~~ multi-use paths separated from the road is ~~eight-ten~~ (10) feet. The width may be reduced to eight (8) feet if there are environmental or other constraints.
3. The minimum width for pedestrian only off-street paths is five (5) feet.
4. Design standards for bike and pedestrian-ways shall be determined by the City Engineer.

18.810.120 Utilities

- A. Underground utilities. All utility lines including, but not limited to those required for electric, communication, lighting and cable television services and related facilities shall be placed underground, except for surface mounted transformers, surface mounted connection boxes and meter cabinets which may be placed above ground, temporary utility service facilities during construction, high capacity electric lines operating at 50,000 volts or above, and:
1. The developer shall make all necessary arrangements with the serving utility to provide the underground services;
 2. The City reserves the right to approve location of all surface mounted facilities;
 3. All underground utilities, including sanitary sewers and storm drains installed in streets by the developer, shall be constructed prior to the surfacing of the streets; and
 4. Stubs for service connections shall be long enough to avoid disturbing the street improvements when service connections are made.
- B. Information on development plans. The applicant for a development shall show on the development plan or in the explanatory information, easements for all underground utility facilities, and:
1. Plans showing the location of all underground facilities as described herein shall be submitted to the City Engineer for review and approval; and
 2. Care shall be taken in all cases to ensure that above ground equipment does not obstruct vision clearance areas for vehicular traffic.
- C. Exception to under-grounding requirement.
1. The developer shall pay a fee in-lieu of under-grounding costs when the development is proposed to take place on a street where existing utilities which are not underground will serve the development and the approval authority determines that the cost and technical difficulty of under-grounding the utilities outweighs the benefit of undergrounding in conjunction with the development. The determination shall be on a case-by-case basis. The most common, but not the only, such situation is a short frontage development for which undergrounding would result in the placement of additional poles, rather than the removal of above-ground utilities facilities.
 2. An applicant for a development which is served by utilities which are not underground and which are located across a public right-of-way from the applicant's property shall pay the fee in-lieu of undergrounding.
 3. Properties within the CBD zoning district shall be exempt from the requirements for undergrounding of utility lines and from the fee in-lieu of undergrounding.
 4. The exceptions in Subsections 1 through 3 of this section shall apply only to existing utility lines. All new utility lines shall be placed underground.
- D. Fee in-lieu of undergrounding.

1. The City Engineer shall establish utility service areas in the City. All development which occurs within a utility service area shall pay a fee in-lieu of undergrounding for utilities if the development does not provide underground utilities, unless exempted by this code.
2. The City Engineer shall establish the fee by utility service area which shall be determined based upon the estimated cost to underground utilities within each service area. The total estimated cost for undergrounding in a service area shall be allocated on a front-foot basis to each party within the service area. The fee due from any developer shall be calculated based on a front-foot basis.
3. A developer shall receive a credit against the fee for costs incurred in the undergrounding of existing overhead utilities. The City Engineer shall determine the amount of the credit, after review of cost information submitted by the applicant with the request for credit.
4. The funds collected in each service area shall be used for undergrounding utilities within the City at large. The City Engineer shall prepare and maintain a list of proposed undergrounding projects which may be funded with the fees collected by the City. The list shall indicate the estimated timing and cost of each project. The list shall be submitted to the City Council for their review and approval annually.

18.810.130 Cash or Bond Required

- A. Guarantee. All improvements installed by the developer shall be guaranteed as to workmanship and material for a period of one year following acceptance by the City Council.
- B. Cash deposit or bond. Such guarantee shall be secured by cash deposit or bond in the amount of the value of the improvements as set by the City Engineer.
- C. Compliance requirements. The cash or bond shall comply with the terms and conditions of Section 18.430.090.

18.810.140 Monuments

- A. Replacement required. Any monuments that are disturbed before all improvements are completed by the subdivider shall be replaced prior to final acceptance of the improvements.

18.810.150 Installation Prerequisite

- A. Approval required. No public improvements, including sanitary sewers, storm sewers, streets, sidewalks, curbs, lighting or other requirements shall be undertaken except after the plans have been approved by the City, permit fee paid, and permit issued.
- B. Permit fee. The permit fee is required to defray the cost and expenses incurred by the City for construction and other services in connection with the improvement. The permit fee shall be set by Council resolution.

18.810.160 Installation Conformation

- A. Conformance required. In addition to other requirements, improvements installed by the developer either as a requirement of these regulations or at his own option, shall conform to the requirements of this chapter and to improvement standards and specifications followed by the City.
- B. Adopted installation standards. The Standard Specifications for Public Works Construction, Oregon

Chapter A.P.W.A., and Design and Construction Standards for Sanitary and Surface Water Management (as adopted by the Unified Sewerage Agency in 1996 and including any future revisions or amendments) shall be a part of the City's adopted installation standard(s); other standards may also be required upon recommendation of the City Engineer.

18.810.170 Plan Check

- A. Submittal requirements. Work shall not begin until construction plans and construction estimates have been submitted and checked for adequacy and approved by the City Engineer in writing. The developer can obtain detailed information about submittal requirements from the City Engineer.
- B. Compliance. All such plans shall be prepared in accordance with requirements of the City.

18.810.180 Notice to City

- A. Commencement. Work shall not begin until the City has been notified in advance.
- B. Resumption. If work is discontinued for any reason, it shall not be resumed until the City is notified.

18.810.190 City Inspection

- A. Inspection of improvements. Improvements shall be constructed under the inspection and to the satisfaction of the City. The City may require changes in typical sections and details if unusual conditions arising during construction warrant such changes in the public interest.

18.810.200 Engineer's Certification

- A. Written certification required. The developer's engineer shall provide written certification of a form provided by the City that all improvements, workmanship and materials are in accord with current and standard engineering and construction practices, and are of high grade, prior to City acceptance of the subdivision's improvements or any portion thereof for operation and maintenance.

18.810.210 Completion Requirements (To be completed.)

ADDITIONAL AMENDMENTS

18.120.030

Add the following definitions in alphabetical order and renumber the remaining definitions accordingly:

“Neighborhood Activity Center” – A use such as schools, parks, libraries, shopping areas, employment centers or pools which provide recreational or social services for groups of people.

“Traffic Flow Plan” – A plan submitted with a proposal for skinny streets that shows the potential queuing pattern that will allow for safe and efficient travel of emergency vehicles, service vehicles and passenger vehicles with minimal disturbance. This may include a combination of strategic driveway locations, turnouts or other mechanisms which will foster safe and efficient travel.

18.360.090.A.11.a

change from:

Provisions within the plan shall be included for providing for transit if the development proposal is adjacent to existing or proposed transit route

change to:

Provisions within the plan shall be included for providing for transit if the development proposal is adjacent to or within 500 feet of existing or proposed transit route

18.520.020.B

change the 3rd sentence from:

Separated from other commercially-zoned areas by at least one-half mile, community commercial centers are intended to serve several residential neighborhoods, ideally at the intersection of two or more major collector streets.....

change to:

Separated from other commercially-zoned areas by at least one-half mile, community commercial centers are intended to serve several residential neighborhoods, ideally at the intersection of two or more major collector streets.....

18.530.050.A.2

change from:

The site shall have access to be approved by the City Engineer to an arterial or major collectors street.....

change to:

The site shall have access to be approved by the City Engineer to an arterial or ~~major~~ collector street.....

18.745.050.C.2.b

change from:

Are permitted up to six feet in height in front yards adjacent to any designated arterial, major collector or minor collector street.

change to:

Are permitted up to six feet in height in front yards adjacent to any designated arterial, ~~major collector~~ or ~~minor~~ collector street.

TPR Compliance Matrix

Exhibit B

Attached are the TPR requirements with an explanation of how they are addressed in the existing City of Tigard Development Code and in the proposed amendments.

(Where there is a dashed line- it indicates that there is not a standard to be addressed, just an intro in to the standards.)

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
(3) Local governments shall adopt land use or subdivision regulations for urban areas and rural communities as set forth below. The purposes of this section are to provide for safe and convenient pedestrian, bicycle and vehicular circulation consistent with access management standards and the function of affected streets, to ensure that new development provides on-site streets and accessways that provide reasonably direct routes for pedestrian and bicycle travel in areas where pedestrian and bicycle travel is likely if connections are provided, and which avoids wherever possible levels of automobile traffic which might interfere with or discourage pedestrian or bicycle travel.	_____	_____
(a) Bicycle parking facilities as part of new multi-family residential developments of four units or more, new retail, office and institutional developments, and all transit transfer stations and park-and-ride lots;	18.765.050.E states the minimum parking requirements for all use types. This is required as part of any land use review.	
(b) On-site facilities shall be provided which accommodate safe and convenient pedestrian and bicycle access from within new subdivisions, multi-family developments, planned developments, shopping centers, and commercial districts to adjacent residential areas and transit stops, and to neighborhood activity centers within one-half	18.765.050 provides bike parking design standards 18.705.030.F (Access, Egress and Circulation – required walkway location) addresses walkway requirements for multi-family,	18.810.070 is being amended to include a requirement of the developer to show connections to neighborhood activity centers within ½ mile of development and require consideration of improvement requirements depending on proportionality. The amendment also required the removal of gaps in the sidewalk within 300 feet on

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
mile of the development. Single-family residential developments shall generally include streets and accessways. Pedestrian circulation through parking lots should generally be provided in the form of accessways.	<p>industrial or commercial development.</p> <p>18.810.040 (Street and Utility Improvement Standards – Blocks) addresses pedestrian connections when full street connections are not possible</p> <p>18.810.070 (sidewalks) requires all public streets to have sidewalks</p>	the same side of the street as a development (subject to rough proportionality).
(A) "Neighborhood activity centers" includes, but is not limited to, existing or planned schools, parks, shopping areas, transit stops or employment centers;		18.120.030 is being amended to include a definition of Neighborhood Activity Center.
(B) Bikeways shall be required along arterials and major collectors. Sidewalks shall be required along arterials, collectors and most local streets in urban areas, except that sidewalks are not required along controlled access roadways, such as freeways;	Sidewalks currently are required along all public streets. Development code does not have a bike lane requirement but refers to the City's comprehensive plan.	18.810.110.A is amended to include the requirement that bike lanes be located on all arterials and collectors and any additional routes identified in the TSP for any new construction or improvement project.
(C) Cul-de-sacs and other dead-end streets may be used as part of a development plan, consistent with the purposes set forth in this section;	18.810.030.K regulated cul-de-sacs and states that they can't be more than 200 feet long. IF a variance is granted and the cul-de-sac is greater than 300 feet, pedestrian connections are required. This is in addition to the block length standards which may also require additional pedestrian connections through a block.	

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
(D) Local governments shall establish their own standards or criteria for providing streets and accessways consistent with the purposes of this section. Such measures may include but are not limited to: standards for spacing of streets or accessways; and standards for excessive out-of-direction travel;	18.810 establishes standards that regulate street spacing and block lengths intending on limiting out of direction travel.	There are amendments which address street spacing and block lengths, however, they continue to limit out-of-direction travel and provide greater clarification to increase efficiency and safety.
(E) Streets and accessways need not be required where one or more of the following conditions exist: (i) Physical or topographic conditions make a street or accessway connection impracticable. Such conditions include but are not limited to freeways, railroads, steep slopes, wetlands or other bodies of water where a connection could not reasonably be provided; (ii) Buildings or other existing development on adjacent lands physically preclude a connection now or in the future considering the potential for redevelopment; or (iii) Where streets or accessways would violate provisions of leases, easements, covenants, restrictions or other agreements existing as of May 1, 1995 which preclude a required street or accessway connection.	18.810.040 – Block length standards provide for this exception in the standard.	
(c) Where off-site road improvements are otherwise required as a condition of development approval, they shall include facilities accommodating convenient pedestrian and bicycle travel, including bicycle ways along arterials and major collectors;	Any road is required to be constructed to the standards called for in our code. As shown within this matrix, the code requires sidewalks but additional amendments have been made to	

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
	define required bikeway locations.	
<p>(d) For purposes of subsection (b) "safe and convenient" means bicycle and pedestrian routes, facilities and improvements which:</p> <p>(A) Are reasonably free from hazards, particularly types or levels of automobile traffic which would interfere with or discourage pedestrian or cycle travel for short trips;</p> <p>(B) Provide a reasonably direct route of travel between destinations such as between a transit stop and a store; and</p> <p>(C) Meet travel needs of cyclists and pedestrians considering destination and length of trip; and considering that the optimum trip length of pedestrians is generally 1/4 to 1/2 mile.</p>	<p>The City's Municipal code prohibits obstructions on public sidewalks</p> <p>The access standards, block length standards and requirement for sidewalks provides a reasonably direct route of travel between destinations and meets the travel needs of cyclists and pedestrians</p>	<p>In addition, an amendment is proposed to have the developer review routes within 300 feet (approximately 1/4 mile) from the development site and, if proportional, make necessary improvements to complete "gaps"</p>
<p>(e) Internal pedestrian circulation within new office parks and commercial developments shall be provided through clustering of buildings, construction of accessways, walkways and similar techniques.</p>	18.705.030.F requires walkways within commercial developments	
<p>(4) To support transit in urban areas containing a population greater than 25,000, where the area is already served by a public transit system or where a determination has been made that a public transit system is feasible, local governments shall adopt land use and subdivision regulations as provided in (a)-(f) below:</p>		
<p>(a) Transit routes and transit facilities shall be designed to support transit use through provision of bus stops, pullouts and shelters, optimum road geometrics, on-road parking</p>	SDR standards 18.360.090.11 requires development to provide transit amenities as required by	

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
restrictions and similar facilities, as appropriate;	tri-met during the development review (if proportional and justified)	
<p>(b) New retail, office and institutional buildings at or near major transit stops shall provide for convenient pedestrian access to transit through the measures listed in (A) and (B) below.</p> <p>(A) Walkways shall be provided connecting building entrances and streets adjoining the site;</p> <p>(B) Pedestrian connections to adjoining properties shall be provided except where such a connection is impracticable as provided for in OAR 660-012-0045(3)(b)(E). Pedestrian connections shall connect the on site circulation system to existing or proposed streets, walkways, and driveways that abut the property. Where adjacent properties are undeveloped or have potential for redevelopment, streets, accessways and walkways on site shall be laid out or stubbed to allow for extension to the adjoining property;</p> <p>(C) In addition to (A) and (B) above, on sites at major transit stops provide the following:</p> <p>(i) Either locate buildings within 20 feet of the transit stop, a transit street or an intersecting street or provide a pedestrian plaza at the transit stop or a street intersection;</p> <p>(ii) A reasonably direct pedestrian connection between the transit stop and building entrances on the site;</p> <p>(iii) A transit passenger landing pad</p>	<p>18.705.030.f</p> <p>18.810.070 – sidewalks</p> <p>18.360.090.11 requires consideration of transit facility improvements as part of development review (which covers ii to v). Building placement standards are already in place in the Tigard Triangle and as part of the Washington Square Regional Center. Additional standards for building</p>	

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
(g) Along existing or planned transit routes, designation of types and densities of land uses adequate to support transit.	Existing zoning along transit routes is transit supportive – no changes are needed	
<p>(5) In MPO areas, local governments shall adopt land use and subdivision regulations to reduce reliance on the automobile which:</p> <p>(a) Allow transit oriented developments (TODs) on lands along transit routes;</p> <p>(b) Implements a demand management program to meet the measurable standards set in the TSP in response to 660-012-0034(4).</p>	The Tigard Triangle area, Washington Square Regional Center area and Central Business District zone have provisions for mixed use development and street and design standards which encourage transit oriented development	
<p>(6) In developing a bicycle and pedestrian circulation plan as required by 660-012-0020(2)(d), local governments shall identify improvements to facilitate bicycle and pedestrian trips to meet local travel needs in developed areas. Appropriate improvements should provide for more direct, convenient and safer bicycle or pedestrian travel within and between residential areas and neighborhood activity centers (i.e., schools, shopping, transit stops). Specific measures include, for example, constructing walkways between cul-de-sacs and adjacent roads, providing walkways between buildings, and providing direct access between adjacent uses.</p>	TSP provides bike and pedestrian master plan. The development code currently requires walkways and sidewalks, however we need to amend the code to specifically require if shown on the pedestrian or bikeway plan.	Proposed amendments specifically require pedestrian or bike improvements if shown on the pedestrian or bikeway plan, if roughly proportional.
<p>(7) Local governments shall establish standards for local streets and accessways that minimize pavement width and total right-of-way consistent with the operational needs of the facility. The intent of this requirement is that local</p>	Current code required pavement width between 24' and 32' for local streets (actual width depends on ADT and whether	The TSP, which provides the foundation for the amendments being proposed, was developed with the help of a Citizen Task Force and Technical Advisory Committee and involved several public

660-12-0045 TPR Requirement	How Addressed in current code	Proposed amendments
<p>governments consider and reduce excessive standards for local streets and accessways in order to reduce the cost of construction, provide for more efficient use of urban land, provide for emergency vehicle access while discouraging inappropriate traffic volumes and speeds, and which accommodate convenient pedestrian and bicycle circulation. Not withstanding subsection (1) or (3) of this section, local street standards adopted to meet this requirement need not be adopted as land use regulations.</p>	<p>parking is provided on the street) and up to 12 feet per lane for arterial streets</p>	<p>information meetings to gather input and comments and 2 formal public hearings. After the development and adoption of the TSP, a group of City Staff from Planning and Engineering and a representative from Tualatin Valley Fire and Rescue met over several months to develop code language to implement the TSP. The discussions included the TPR “skinny street” requirement. After review and discussion, it was determined that the safe harbor widths were acceptable, provided a traffic flow plan was submitted to verify that the distribution of driveways, no parking areas, etc would allow efficient queuing and traffic flow as the State’s “Neighborhood Streets Design Guidelines” assumed. Additional assurances were needed to ensure that adequate off-street parking was provided for streets that had parking on one side only. It was determined that the existing width standards would remain for those that did not want to submit a traffic flow plan or provide additional assurances for off-street parking, but the option to go to narrower streets would be provided as well. While technically, the wider street width is the default because no additional documentation is required, both street width standards are acceptable and available for developments on local streets.</p>

**PLANNING COMMISSION RECOMMENDATION
TO THE
TIGARD CITY COUNCIL**



SECTION I: APPLICATION SUMMARY

FILE NAME: TRANSPORTATION SYSTEM PLAN

CASES: Zone Ordinance Amendment (ZOA) 2002-00004

PROPOSAL: The proposal is to formally adopt Development Code standards to fully implement the Transportation System Plan (TSP) that was adopted in January 2002.

APPLICANT: City of Tigard
13121 SW Hall Boulevard
Tigard, OR 97223

LOCATION: All areas within the City of Tigard.

**APPLICABLE
REVIEW**

CRITERIA: Oregon's Statewide Planning Goals 1, 2 and 12; Oregon Administrative Rule 660; Metro Regional Transportation Plan (RTP); Comprehensive Plan Policies 1.1.1(a), 2.1.1, 8.1.1, 8.1.2, 8.1.3, 8.1.5 and 8.2.3, and Community Development Code Chapter 18.380.020 and 18.390.060.G.

SECTION II: PLANNING COMMISSION RECOMMENDATION:

The Planning Commission moved to forward the Development Code amendments to implement the Transportation System Plan (TSP) to the City Council as shown in Exhibit A-1 through A-4, and in the summary of proposed changes, based on the findings that all relevant criteria are satisfied. The TPR compliance matrix (Exhibit B) and this recommendation report provide the analysis and findings which demonstrate compliance with all relevant criteria.

SECTION III: BACKGROUND INFORMATION

The City of Tigard began looking at updating the Transportation System Plan (TSP) several years ago. With the help of a 12 member task force, agencies and staff, a draft TSP was produced which takes into account the existing traffic conditions in Tigard, community needs and goals and the anticipated future demands on the transportation system. The TSP and Comprehensive Plan amendments were adopted by the City Council in January 2002. An additional step necessary to fully implement the TSP was developing amendments to the Development Code to reflect changes to the TSP. The Planning Commission and City Council held work sessions on the proposed Development Code amendments in June. The proposed changes reflect the comments received at the work sessions. The Planning Commission held a public hearing on August 5, 2002. No testimony was offered at the hearing. As an addition to the Planning Commission's motion to forward the amendments to the City Council, the Commission recommended that staff provide a presentation to the CIT prior to the Council's public hearing. In accordance with the Commission's recommendation, a CIT presentation is scheduled for the September 5, 2002 meeting prior to the Council's September 10, 2002 hearing.

SECTION IV. SUMMARY OF APPLICABLE CRITERIA

Chapter 18.380 states that legislative text amendments shall be undertaken by means of a Type IV procedure, as governed by Section 18.390.060G.

Chapter 18.390.060G states that the recommendation by the Commission and the decision by the Council shall be based on consideration of the following factors:

- A. The Statewide Planning Goals and Guidelines adopted under Oregon Revised Statutes Chapter 197;**
- B. Any federal or state statutes or regulations found applicable;**
- C. Any applicable Metro regulations;**
- D. Any applicable Comprehensive Plan Policies; and**
- E. Any applicable provisions of the City's implementing ordinances.**

SECTION V: APPLICABLE REVIEW CRITERIA AND FINDINGS

STATEWIDE GOALS

Citizen Involvement: Goal 1 requires a citizen involvement program that ensures the opportunity for citizens to be involved in the planning process.

Tigard Comprehensive Plan Policy 2.1.1 and Tigard Community Development Code Chapter 18.390 provide for citizen participation and notice. Notice of the Planning Commission and City Council hearings and opportunity for response was advertised in the local newspaper. Notice was sent to Department of Land Conservation and Development in accordance with their notice requirements. This goal is satisfied.

Land Use Planning: Goal 2 requires, in part, that adopted comprehensive plans be revised to take into account changing public policies and circumstances.

This goal is met because the City has applied all relevant Statewide Planning Goals, City Comprehensive Plan policies and Community Development Code requirements in the review of this proposal as discussed throughout this staff report.

Transportation: Goal 12 requires a safe, convenient and economic transportation system.

The TSP has been prepared in accordance with the Statewide Planning Goals and requirements. Oregon Administrative Rule 666, the compliance with which is discussed further in this report, implements the Statewide Transportation Goal 12. The plan has been reviewed by ODOT and DLCD.

COMPLIANCE WITH FEDERAL AND STATE STATUTES OR GUIDELINES

Oregon Administrative Rule: Section 660-12-0000 through 0070 is intended to implement Statewide Planning Goal #12 by providing guidelines for local governments to demonstrate compliance with Goal #12 through their Transportation System Plans.

When the TSP was adopted, it was recognized that Development Code amendments were needed to fully comply with the TPR. Attached as Exhibit B is a chart identifying how each of the TPR requirements are addressed. Based on the information provided in Exhibit B and in this section, staff finds that the TSP complies with the state statutes. There are no specific federal standards that apply.

COMPLIANCE WITH METRO REGULATIONS

Regional Transportation Plan (RTP): The RTP takes the place of Metro Functional Plan Title 6 (Regional Accessibility), and is consistent with Chapter 2 of the Regional Framework Plan. The RTP provides a regional framework for transportation systems and has its own criteria that must be addressed that are in addition to the Transportation Planning Rule (TPR) requirements.

The TSP is consistent with the RTP and the proposed amendments include all language required to be adopted by local jurisdictions. The only specific language that needed to be changed to implement the RTP was the requirement to have local street spacing no less than 530 feet apart to address connectivity requirements.

COMPLIANCE WITH COMPREHENSIVE PLAN POLICIES

General Policies: Policy 1.1.1(a) requires that legislative changes are consistent with statewide planning goals and the regional development plan.

The proposal is consistent with statewide planning goals as addressed above under 'Statewide Goals'. The proposal conforms with the applicable portions of the Metro

Functional Plan that was approved for adoption on October 24, 1996 by the Metro Council. This policy is satisfied.

Citizen Involvement: Policy 2.1.1 states that the City shall maintain an ongoing citizen involvement program and shall assure that citizens will be provided an opportunity to be involved in all phases of the planning process. Policy 2.1.2 states that opportunities for citizen involvement shall be appropriate to the scale of the planning effort. Policy 2.1.3 states that the City shall ensure that the information on planning issues is available in an understandable format.

A request for comments was sent to all affected jurisdictions and agencies. The Planning Commission hearing was legally advertised with notice published in the Tigard Times. The TSP had extensive notice and opportunities to comment. Because the current proposal is simply an implementation of a previously adopted plan, the same level of public notice is not necessary.

Transportation: Transportation Policies 8.1.1, 8.1.2, 8.1.3, 8.1.5 and 8.2.3 were adopted at the same time the TSP was adopted to incorporate the TSP recommendations into the Comprehensive Plan. The policies are specifically addressed below:

8.1.1 – requires the planning of transportation facilities to be done in a way that enhances livability through the proper location of facilities, encouraging pedestrian traffic and addressing issues of through traffic and speeding on local residential streets.

8.1.2 – requires a balanced transportation system that incorporates all modes of transportation.

8.1.3 – requires the effort be made to develop a safe transportation system through the street standards and access management policies.

8.1.5 – requires the development of transportation facilities that are accessible to all citizens and minimize out-of-direction travel.

8.2.3 – provides the minimum improvement level and dedication that should be required of developers as a precondition of development to ensure that the community's transportation system functions adequately.

The code amendments provide greater clarification of where bike lanes are required, requires the identification and removal of gaps in sidewalks (if roughly proportional), has local street spacing standards that will minimize out-of-direction travel, provide greater access spacing standards and greater clarification of when transit amenities are required.

The proposed development code amendment changes are directly implementing the TSP and Comprehensive Plan policies, therefore, the applicable Comprehensive Plan standards have been satisfied.

COMPLIANCE WITH THE CITY'S IMPLEMENTING ORDINANCES:

The implementing ordinances are contained in the Tigard Community Development Code. The applicable criteria identified in the Development Code are summarized in Section IV – Summary of Applicable Criteria and addressed in Section V – Applicable Review Criteria and Findings. As this staff report demonstrates, all applicable criteria have been satisfied.

SECTION VI: COMMENTS (AGENCY, STAFF AND OTHER)

City of Tigard Engineering, City of Tigard Current Planning Division, City of Tigard Operations, City of Tigard Public Works, City of Tigard Police, City of Beaverton, City of Durham, City of King City, Washington County, Tigard-Tualatin School District, and Tri-met have reviewed the proposal and offered no comments or objections.

Tualatin Valley Fire and Rescue reviewed the proposed amendments and indicated that they find no conflicts with their interests. The provisions for skinny streets are acceptable to the Fire District. They also state that the Fire District is currently developing traffic calming device design criteria that will be submitted upon completion. The general statement in the Development Code indicates only when they are to be installed. The Fire District hopes that their criteria will be considered for design details.

DLCD reviewed the proposed amendments and offered comments which are summarized below:

- They want to make sure that Tigard documents its process used to develop the local street standards regarding narrow streets;
- They suggested changes which have been incorporated into the proposed amendments that presents the narrow street option in a way that does not discourage someone from using that method and as a method that is not favored.
- They provided suggested language which has been incorporated into the proposed amendments for “Traffic Flow Plan” (formerly referred to as a queuing plan).
- They recommend against changing the block length standard from 1,800 feet to 2,120 feet and provided language that Washington County uses that they suggest we consider.

Staff response: The change from 1,800 foot block length to 2,120 foot block length was suggested to be consistent with the street spacing standards, however staff is not opposed to retaining the original block length concept. Because the measurement system is being changed from right-of-way line to centerline, the maximum block length dimension will be 2,000 feet. This will result roughly in the same block length requirement as currently existing and as recommended by DLCD staff.

Metro reviewed the proposed amendments and generally offered the same comments as DLCD, specifically, they suggested changes that present the narrow street option in a way that does not discourage someone from using that method and as a method that is not

avored and they recommend against changing the block length standard from 1,800 feet to 2,120 feet.

The City of Tigard Urban Forester reviewed the proposed changes and offered the following comments: “The planter strips should be at least five feet wide so that large trees can be planted in order to create more tree canopy. I think that planter strips are a good idea since the trees will be shading much more of the street, thus reducing the heat island effect too common in this City!”

Oregon Department of Transportation (ODOT) reviewed the proposed amendments and offered comments summarized as follows: They appreciate our efforts to clarify when a traffic study is required, however a traffic study is not always needed to address ODOT interests. They suggest changing 18.810.030.AC to state that a traffic study MAY (instead of shall) be required if a site is within 500 feet of an ODOT facility and/or trip generation from the development adds 300 or more trips per day to an ODOT facility and/or trip generation from the development adds 50 or more peak hour trips to an ODOT facility. They request that ODOT be notified of pre-applications to help make the determination of whether a traffic study is required prior to a formal application being submitted and deemed complete.

Staff response: The proposed development code language has been amended to include ODOT’s recommended changes

EXHIBITS:

EXHIBIT A-1 through A-5: Proposed Development Code changes

EXHIBIT B: Chart addressing TPR criteria and Tigard’s compliance status

PREPARED BY: Julia Hajduk,
 Associate Planner

DATE

SIGNED: Mark Padgett
 Planning Commission Chair

DATE

I:\rplan\julia\TSP\implementation\cc packet\staff report – exhibit C.doc

Summary of changes to implement the TSP

The following is a summary of changes proposed to implement the TSP adopted in January 2002. After a brief explanation of the change is the code section location for quick reference. Because the changes are made for several reasons, the impetus for the change is also identified (TSP, staff, Metro or DLCD)

18.120

Added the following definitions:

- Neighborhood Activity Center
- Traffic Flow Plan **(Staff clarification)**

18.360

Amended 18.360.090.11.a to define adjacent as being within 500 feet of a transit route. **(TSP)**

18.520

Amended 18.520.020.B to remove reference to major collector streets and replaced with reference to collector street. **(Staff clarification/TSP)**

18.530

Amended 18.530.050.A.2 to remove reference to major collector streets and replaced with reference to collector street. **(Staff clarification/TSP)**

18.705

Identified that if direct access is permitted onto an arterial or collector street, an application may be required to mitigate any safety or neighborhood traffic management impacts. (18.705.030.G.2) **(TSP)**

Provided access management requirements (18.705.030.H)

- Verify that design of driveways are safe
- Regulate driveway locations from intersections
- Moved spacing of driveways and streets from 18.810 **(TSP)**

18.730

Removed reference to specific roadways in the additional setbacks section. The reason for this was that the entire list was very outdated. In addition, the intent could be met by retaining the existing requirement that in the event a street had less than the required right-of-way, the setback for a structure must be no less than the required setback plus ½ the required right-of-way width measured from centerline.(18.730.040.A) **(Staff clarification)**

18.745

Amended 18.745.050.C.2.b to remove reference to major and minor collector streets and replaced with reference to collector street. **(Staff clarification/TSP)**

18.810

Provided new minimum widths and standards for streets

- Includes lane width, on-street parking, bike lanes, sidewalks, landscape strips and median requirements. (Table 18.810.1 and figures 18.810.1 through 18.810.6) **(TSP/DLCD-TPR)**

Clarified that if the city prepares a future streets plan for an applicant, costs for time involved shall be reimbursed by the applicant (18.810.030.F) **(Staff clarification)**

Added sections requiring street connections to be spaced no less than 530 feet apart to address connectivity requirements. (18.810.030.G.1) **(TSP/Metro)**

Moved spacing of streets to 18.705.030.H **(Staff clarification)**

Clarified how cul-de-sac length is measured (18.810.030.K.2) **(Staff clarification)**

Provide the City engineer with a say in approving street names (18.810.030.L) **(Staff clarification)**

Removed standards that are conflicting with the Engineering Departments Design and Construction standards and that would need to be amended anyway to reflect the removal of minor and major collector references. Standard now says that centerline radii curves shall be as determined by the City Engineer. (18.810.030.N) **(Staff clarification/TSP)**

Added traffic calming provisions requiring a developer to deposit funds towards traffic calming if the City Engineer determines that a development has the potential of creating a negative impact on existing neighborhood streets in regards to excessive speeding, etc. The funds would be kept for up to 5 years and if after that time it is determined that traffic calming measures are not warranted, the funds would be returned. (18.810.030.AB) **(TSP)**

Provided parameters for when a traffic study is required (18.810.030.AC) **(Staff clarification)**

Changed the measurement of block length from the right-of-way to centerline and adjusted the maximum block length perimeter from 1,800 feet to 2,000 feet to accommodate the revised way of measuring. (18.810.040.B.1) **(Staff clarification)**

Clarified that bike and pedestrian connections shall be provided when full street connections are exempted, instead of “not possible”. (18.810.040.B.2) **(Staff clarification)**

Formalize existing policy by stating that private streets shall be required to have sidewalks along at least one side of the street. (18.810.070.A) **(Staff clarification)**

Required developments to identify gaps in sidewalks and participate in the removal of gaps if the costs can be justified. (18.810.070.B) **(TSP)**

Changed policy that planter strips are required along arterial and collector streets to require planter strips adjacent to all streets except under specific conditions. (The specific conditions are: there is inadequate right-of-way, the curbside sidewalks already exist on predominant portions of the street, it would conflict with utilities, there are natural features which could otherwise be protected, or there are existing structures within 15 feet of the right of way). (18.810.070.C) **(Staff recommendation/POLICY DECISION NEEDED)**

Required bike lanes along all arterial and collector routes and where identified on the adopted bike plan in the TSP. Identify the minimum widths various types of pedestrian and bicycle paths (18.810.110) **(TSP)**

**CITY OF TIGARD
PLANNING COMMISSION
Meeting Minutes
August 5, 2002**

1. CALL TO ORDER

President Padgett called the meeting to order at 7:00 p.m. The meeting was held in the Tigard Civic Center, Town Hall, at 13125 SW Hall Blvd.

2. ROLL CALL

Commissioners Present: President Padgett; Commissioners Anderson, Buehner, Mores, Munro, Sclar, Sutton, and Webb

Commissioners Absent: Commissioner Bienenrath

Staff Present: Julia Hajduk, Associate Planner; Brian Rager, Development Review Engineer; Jerree Gaynor, Planning Commission Secretary

3. PLANNING COMMISSION COMMUNICATIONS

None

4. APPROVE MEETING MINUTES (taken out of order)

Commissioner Buehner moved and Commissioner Webb seconded the motion to approve the July 15, 2002 meeting minutes as submitted. A voice vote was taken and the motion passed by a vote of 7-0. Commissioner Sutton abstained.

5. PROCESS FOR MOTIONS - DISCUSSION

Discussion was held on the proper procedure for making motions. President Padgett advised that Commissioners should "move", not "make a motion", to approve; approve with changes in conditions (list changes); approve with conditions listed in the staff report; disapprove; recommend to Council. Commissioners need to include all the case numbers in the motion. The motion also needs to list the findings (based on findings in staff report; conditions in staff report and testimony heard). It was suggested that specific language be on a card for the Commissioners to read when making motions. President Padgett will forward suggested language to the secretary.

6. PUBLIC HEARING

**6.1 ZONE ORDINANCE AMENDMENT (ZOA) 2002-00004 TIGARD
TRANSPORTATION SYSTEM PLAN IMPLEMENTATION**

REQUEST: Amend the Tigard Development Code to reflect the Transportation System Plan and Comprehensive Plan changes adopted in January 2002. The proposed amendments also reflect the State of Oregon's Transportation Planning Rules (TPR) which include provision of skinny streets. The specific code sections

meeting amended include: 18.120, 18.360, 18.520, 18.530, 18.705, 18.745 and 18.810. **LOCATION:** Citywide **ZONE:** N/A – Citywide **APPLICABLE REVIEW CRITERIA:** Statewide Planning Goals 1, 2 and 12; Oregon Administrative Rule (OAR) 660, Metro Regional Transportation System Plan; Comprehensive Plan Policies 1.1.1(a), 2.1.1, 8.1.1, 8.1.2, 8.1.3, 8.1.5 and 8.2.3 and Community Development Code Chapters 18.380.020 and 18.390.060.G.

STAFF REPORT

Julia Hajduk presented the staff report on behalf of the City. She reported that comments from worksessions with the Planning Commission and City Council were incorporated into the proposed code amendments. She noted that although the Planning Commission recommended doing away with setback sidewalks, Council disagreed. Language was added to clarify cases for properties with more than one frontage. Hajduk noted that all the proposed code amendments meet required State goals and policies and are consistent with the Transportation Planning Rule.

It was recommended that this proposal be presented before the CITs before the Council public hearing.

PUBLIC TESTIMONY

None

PUBLIC HEARING CLOSED

Commissioner Buehner moved the Planning Commission forward to Council, the amendments of the development code specified as ZOA 2002-00004, based on the staff report and the public hearing, specifically including Exhibits A-1 through A-5 and B; and also recommending that a presentation on the pertinent amendments be made at the CIT meeting prior to the public hearing in front of City Council. Commissioner Sutton seconded the motion. The motion passed unanimously.

7. OTHER BUSINESS

At present, there are no meetings scheduled for September.

8. ADJOURNMENT

The meeting adjourned at 7:18 p.m.

Jerree Gaynor, Planning Commission Secretary

ATTEST: President Mark Padgett

AGENDA ITEM # _____
FOR AGENDA OF 9/10/02

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Preview on September 11 Remembrance Event

PREPARED BY: Elizabeth Ann Newton DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Information on the celebrate our community gathering to be held at Cook Park on September 11, 2002.

STAFF RECOMMENDATION

No action necessary. Information only.

INFORMATION SUMMARY

On Wednesday evening September 11 from 6:45 – 7:45 the Tigard and King City communities will have an opportunity to gather at Cook Park to commemorate the events of September 11, 2002.

King City Mayor Jan Drangsholt and Mayor Griffith will open the program. Members of the American Legion Post #158 will present the flags. Tigard High graduate Mindy Wegner has been invited to sing the National Anthem. The choral group, Home of the Brave, and the Tualatin Valley Community Band will perform. The program will end with a candlelit moment of reflection. Participants should bring their own candles.

A large banner, provided by Classic Sign Systems, will be available for people to write acknowledgements to their own “everyday heroes.” Barrels for the Oregon Food Bank will be in the park if people would like to contribute nonperishable food.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

None

FISCAL NOTES

There will be no costs for the entertainment or the banner. Staff time to cover the event will be managed by adjusting schedules to minimize overtime costs.

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AGENDA ITEM # _____

FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Summer Reading Update

PREPARED BY: Margaret Barnes DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Update on the Summer Reading Activities at the Library

STAFF RECOMMENDATION

No action necessary

INFORMATION SUMMARY

The theme this year for Summer Reading was "Don't Bug Me I'm Reading." Many families made weekly visits to the library all summer. Throughout the summer, the Library offered a series of special events and programs for children and teens. Several of these programs were held in Fanno Creek Park behind the Library. The staff made a special effort this year to visit summer camps and daycare centers to promote the Summer Reading Program to children at these locations.

This year, 1246 young people registered for Summer Reading and 702 completed the program. This is almost a 60% completion rate. With more families visiting the library this summer, program attendance totaled 2499 which is a 20% increase over the prior year.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

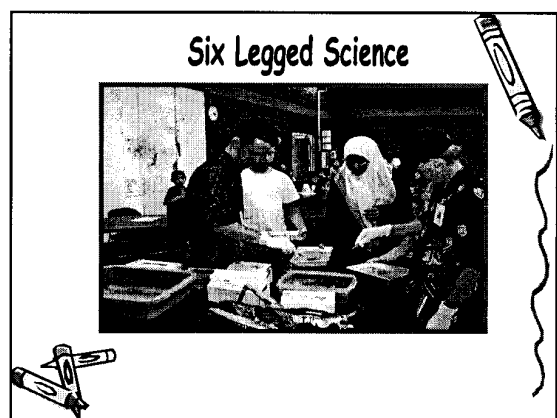
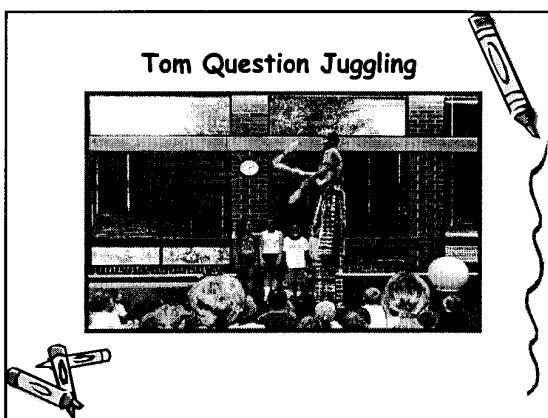
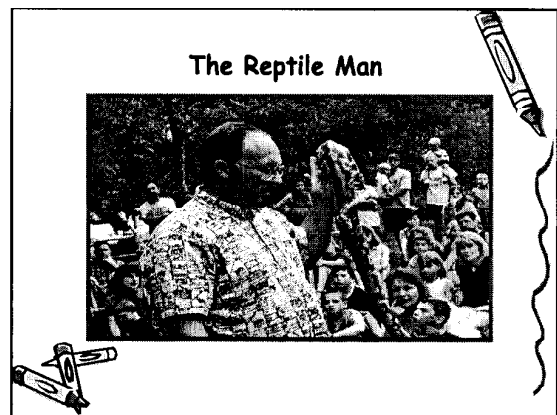
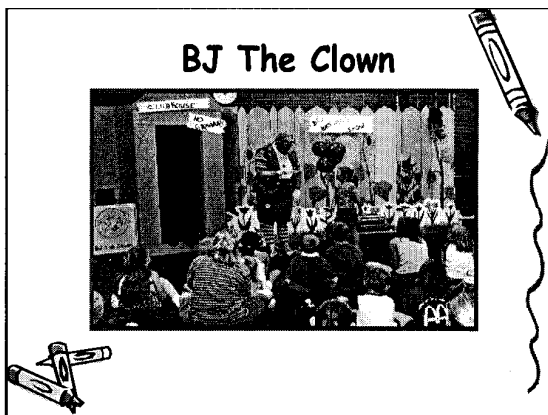
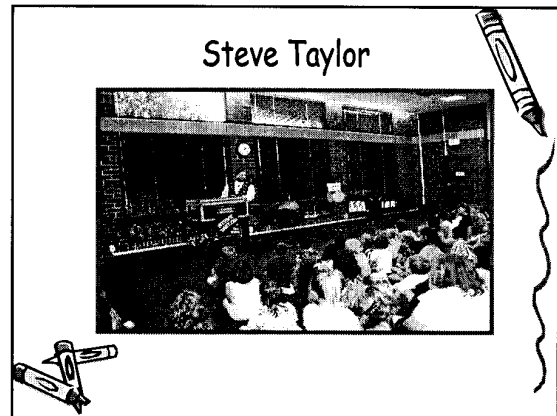
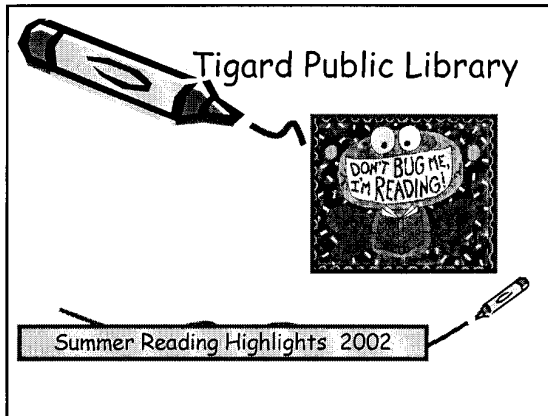
Goal #2 A wide array of opportunities for life-long learning are available in a variety of formats and used by the community

ATTACHMENT LIST

1. Set of PowerPoint Slides

FISCAL NOTES

None



TVF&R Story Time



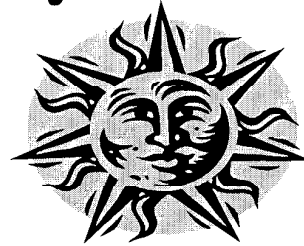
Summer Reading Displays



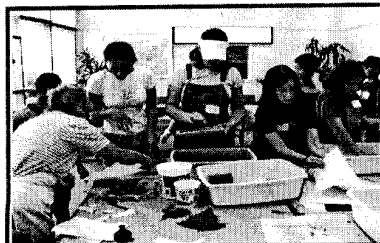
Tigard Blast



Programs for Teens



Paper Making



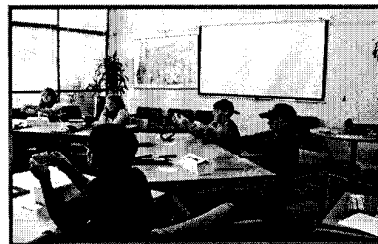
Outdoor Survival



Flower Pot Design



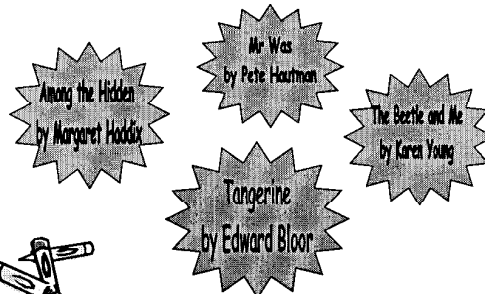
Perception Deception



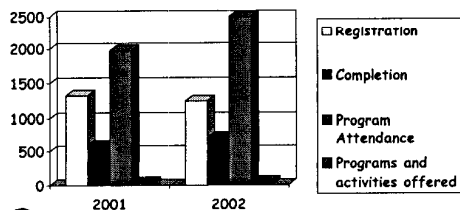
Soapmaking



Teens Read!



Summer Reading Statistics



Summer 2003!!!

Read! Discover! Explore!

We are already gearing up for next summer where we plan to have the kids "digging" for books all summer long.

AGENDA ITEM # _____
FOR AGENDA OF September 10, 2002

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on the New Tigard Library

PREPARED BY: Margaret Barnes DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Presentation by staff to update the City Council about the new library.

STAFF RECOMMENDATION

The purpose of this presentation is to communicate recent events and accomplishments related to the new Tigard Library.

INFORMATION SUMMARY

On May 21, 2002, Tigard voters passed a \$13 million bond measure for the construction of a new library of approximately 47,000 square feet. This amount will pay for land acquisition, the designing, building and furnishing of the new library, parking and related street improvements. The site of the new library is a 14.7-acre property located along Hall Boulevard near O'Mara Street.

Since the passage of the bond, SRG Partnership, PC has been selected by the City as the architectural firm for this project. The City has also selected the firm, Shiels Obletz Johnsen, Inc. to serve as the City's representative for the project. Interviews for a general contractor are scheduled for September 12.

To promote community participation in this project, the New Library Resource Team will meet with the architectural firm, and schedule community meetings to solicit citizen input. In addition to these meetings, information about this project, is emailed to interested citizens, posted regularly on the City webpage and appears monthly in the Cityscape. At this meeting staff is prepared to answer questions.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal #3: Adequate facilities are available for efficient delivery of life-long learning programs and services for all ages.

ATTACHMENT LIST

1. Set of PowerPoint Slides

FISCAL NOTES

N/A



What's New on the New Library?

Project Update

- Architect Selected:
SRG Partnerships, PC
- Owner's Rep Recommendation:
Shiels Oblitz Johnsen, Inc.
- General Contractor:
Interviews September 12



Public Involvement /Information Update

- Community Meetings
Design Meeting #1: (date)
Site Meeting
- Library Resource Team



Timeline

Countdown to a New Library		
Bond Measure Passes	Spring '02	✓
Advertise for Architect	Summer '02	✓
Select Architect	Summer/ Fall '02	✓
Sell Bonds	Fall '02	✓
Purchase Property	Fall '02	
Community Meetings on Library Design & Site	Fall '02	
Design Library	Fall '02/ Winter '03	
Groundbreaking	Spring '03	
Library Construction	Spring '03/'04	
Library Opens!	Summer '04	



Want to Know More?

- "Diggin' the Dirt" email updates
- New Library Web Pages
- Hard Hat Report in Cityscape



For More Information...

Contact:
paula@ci.tigard.or.us
503-684-6537, ext. 2508

Check out the Construction Web Pages:
www.ci.tigard.or.us



AGENDA ITEM # _____
FOR AGENDA OF 9/10/02

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Status Report on Purchase of Library Property

PREPARED BY: Elizabeth Ann Newton DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

A status report on the purchase of the property for the new library.

STAFF RECOMMENDATION

No action necessary, information only.

INFORMATION SUMMARY

On December 18, 2001, the City Council approved entering into an option agreement for the purchase of property from Fred Fields and authorizing the Mayor to sign the option agreement. After the library bond issue passed on May 21, 2002, the city exercised its option to purchase the property. Mr. Fields has given the city and its consultants permission to enter the property and perform the various studies necessary for the design and construction of the new library such as the property survey, soils testing, and wetlands delineation.

The city is now in the process of performing its due diligence requirements prior to closing the property sale such as the level 1 environmental assessment. Due diligence requires the city to identify any problems associated with the property that may need to be resolved prior to closing. The property owner has given notice to the tenants on the property, and the property is expected to be completely vacated by August 31, 2002. The funds for the purchase of the property are expected to become available sometime in the first two weeks of October. The closing of the property sale is expected by October 15.

OTHER ALTERNATIVES CONSIDERED

None

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Urban and public services Goal #3 "adequate facilities are available for efficient delivery of life-long learning programs and service for all ages.

ATTACHMENT LIST

None

FISCAL NOTES

Funds for the property purchase are included in the proceeds from general obligation bonds approved by voters on May 21, 2002, and issued to OECDD.

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